

Ref. No.: ECL / HQ / CMC /SHCM 5 Jhanjra/2026/1483

Date: 02.02.2026

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**Notice Inviting Tender  
Through e-tendering process only**

**1. GLOBAL TENDER NOTICE:**

- Tenders are invited online (**TWO PART SYSTEM**) on the website Government eMarketplace (GeM Portal - i.e. <https://gem.gov.in>) from the eligible seller on GeM portal for the following work: "Introduction of Standard Height Continuous Miner package (01 set) including Battery Operated Multi Utility Vehicles (MUVs) and Battery Operated Free Steered vehicles (FSVs) for 5 APPs of 0.51 MTY at Jhanjra Project Colliery, Jhanjra Area of ECL on Hiring Basis".
- DGMS Approved equipment package to be supplied by the bidder to ECL under the Contract, as per list of equipment, mentioned in the total list of equipment (Continuous Miner packages) under section-03 of Tender documents.

2.

Description of work	Earnest Money (in Rs.)	Estimated Value (in Rs.)	Period of Completion (In Days)
<p>Winning Coal without blasting from the district at MIC unit of Jhanjra Underground Mine of Jhanjra Area of Eastern Coalfields Limited by deploying Standard Height Continuous Miner-1, Shuttle/Ram Car/Coal Hauler-2, Feeder Breaker-1, 02 nos. Roof Bolter (it should be suitable for side bolting, one of which shall be of Low height bolter), LHD-1, Multi Utility Vehicle-2 and Free-Steered Vehicle-2 along with allied electricals on hiring basis inclusive of:</p> <p>a) Scientific study for obtaining DGMS permission for the introduction of Continuous Miner packages in the above mine and strata monitoring as required by DGMS.</p> <p>b) To support the roof suitably</p>	50 Lakhs	262,58,03,850.00 (inclusive of GST @18%)	<p><b>1825 Days</b></p> <p>5 Production Years</p>

<p>in accordance with approved SCAMP under Coal Mines Regulations (CMR) 2017.</p> <p>During the contract period, the successful bidder has to achieve annual guaranteed production (AGP) as per targets fixed for respective Annual production Periods (APP) which is as under:</p> <p>1<sup>st</sup> to 5<sup>th</sup> APP: <b>0.51 MT each APP</b>  <b>Total - 2.55 MT</b></p>			
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- Note: (i) There is **no application fee**  
(ii) **Work cannot be split**  
(iii) The bid document shall be available on the website <http://gem.gov.in> and can be downloaded by the bidder up to the end date of bid submission. The tender link will also be available on the ECL website i.e. [www.easterncoal.gov.in](http://www.easterncoal.gov.in)  
(iv) Bidder/Seller may refer the scope of work detailed in the Tender document / Buyer Added ATC, while quoting their price in GeM portal.  
(v) Wherever the abbreviation BSC is used in the bid document, it would mean Bid Submission Confirmation Sheet. (Proforma of BSC is attached in Buyer Added ATC as Annexure-A)

**Details of GST Registration of ECL:**

GSTIN of ECL	West Bengal (WB)	Jharkhand (JH)
	19AAACE7590E1ZI	20AAACE7590E3ZX

**3. Time Schedule of Tender:**

Sl. No.	Particulars	Date (DD:MM:YYYY)	Time (HH:MM)
a.	Tender e-Publication date	As given on GeM Portal <a href="https://gem.gov.in">https://gem.gov.in</a>	
b.	Bid submission end date		
c.	Bid Opening date (Cover-I: Technical Bid)		

- \*Note:  
i. If number of bids received online is found to be less than three on end date of bid submission then the critical dates such as Last date of submission of Bid & Date of opening of Tender will be auto-extended once for 4 days automatically by the GeM portal itself at the time of bid submission end date.  
ii. Buyer shall not be allowed to extend Bid after "Bid End Date/Time". It will be auto extended only. If buyer has to extend suo-moto or on request, it has to do so before "Bid End Date / Time". No corrigendum can be issued once "Bid End date / time" has expired.

- iii. This extension will be also applicable in case of receipt of zero bid.
- iv. Bidders will have the right to modify / withdraw their bids during the extended period of submission of bids.
- v. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- vi. If the above extended date falls on Holiday i.e. a non-working day, then the same is to be rescheduled to the next working day.
- vii. The validity period of the tender should be decided based on the final end date of submission of bids.
- viii. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.
- ix. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever.
- x. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.
- xi. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- xii. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- xiii. Execution of work by engagement of child labour is also prohibited.
- xiv. The Bidders should submit bid for the whole work mentioned in the Scope of work / Bill of Quantity.
- xv. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the Scope of Work/Bill of Quantity.
- xvi. The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of ITB/GTC instructions will be rejected.

### 3.A) Procurement of Services through GeM for Services

- a. The guidelines issued by GeM/Gol from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document.
- b. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

### 4. EARNEST MONEY (EMD):

Rs. 50 Lakhs as Earnest Money / Bid Security

- 4.1 The Bidder will have to make the payment of EMD through internet banking or NEFT/RTGS mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank:

Sl. No	Description	For deposition of EMD by prospective bidders.
1	Account Name	Eastern Coalfields Ltd
2	Bank Name	State Bank Of India
3	Branch Name	Asansol
4	Bank A/c Number	11214377214
5	IFSC	SBIN0000011

- 4.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as

nonresponsive unless otherwise exempted in the Bid document.

4.3 It shall be ensured by the Bidder/Seller that date & time of EMD amount being credited to above mentioned ECL Account falls on or before the scheduled bid submission end date & Time. The same will be verified by Buyer manually after opening of GeM Bid.

4.4 The qualification in the bid will be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within scheduled bid submission end date and time.

4.5 In case of any delay for payment through NEFT/RTGS after the stipulated date & time, the company will not be held responsible for that.

4.6 The bidder has to upload the scanned copy of the online payment receipt containing UTR Number or by the bank containing the alpha-numeric Unique Transaction Reference (UTR) number as the case may be, while submitting the bid on GeM portal.

4.7 If the net payment credited to ECL bank account is found to be less than the stipulated amount of EMD as per bid document, then the bid will be rejected.

4.8 EMD exemption will be applicable to those Sellers/bidders of GeM portal which are covered as per GeM GTC.

4.9 The Earnest Money/Bid Security deposited will be refunded to the Contractor after submission of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) option.

4.10 Refund of EMD: As per provisions of GeM GTC, however, to get the submitted EMD refund, bidders/Sellers are required to submit the Mandate Form along-with the bid as per proforma given in the bid document (Annexure-V).

4.11 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any; 4

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

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

**EMD Exemption:** MSEs are required to submit copy of documentary evidence issued by their registering authority (i.e. Registration Certificate of MSEs with MoMSME obtained through Udyog Aadhaar memorandum (UAM) / NSIC, etc.) whether they are micro enterprise or small enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

## 5. Pre-bid meeting:

A Pre-bid meeting will be held on **17.02.2026** at **11:30 AM** at CMC Conference Hall, 2nd Floor, Technical Building, **ECL HQ**, Sanctoria, Paschim Bardhamman, West Bengal, India- 713333, to clarify the issues and to answer questions on any matter that may be raised at that stage. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall

be presumed that the bidder does not require any clarification.

**VC Link:** Meeting number: 25101853496

When: Tuesday, 17 February 2026 at 11:00 (5 hrs) India Standard Time GMT+05:30

<https://railtel.webex.com/railtel/j.php?MTID=m376871ad4e4597b209f79c21aaca4f56>

P.w - 098765

## **6. Clarification of Bid:**

The Bidder may seek clarification on-line within the specified period as per functionality of GeM portal. However, the management will clarify as far as possible the relevant queries.

## **7. Eligible Bidders:**

7.1 The Invitation for Bid is open to all Bidders / Sellers registered in GeM Portal including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Venture (JV) / Consortium. The registered Bidders / Sellers shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in the Buyer Added ATC / GeM Bid. In a tender, a Bidder shall participate in one bid only.

7.2 Joint Venture (JV) / Consortium: Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract. (Proforma of JV / Consortium Agreement is attached in Buyer Added ATC as Annexure-II)

### **Joint Venture / Consortium details:**

Name of all members of a JV / Consortium (not more than 3):

- |                |                                     |
|----------------|-------------------------------------|
| 1. Lead Member | (minimum participation share – 50%) |
| 2. Member      | (minimum participation share – 20%) |
| 3. Member      | (minimum participation share – 20%) |

Joint Venture / Consortium must comply the following requirements:

- a. The JV/Consortium must enroll in the name of the Lead Partner on behalf of JV/Consortium for Bid submission on GeM Portal. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.
- b. The qualifying criteria parameter e.g. experience, financial resources (*of the relevant period*) and the equipment of the individual partners of the JV/ Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice / Bid document. However, the required Working Capital shall be met by individual JV / Consortium members as spelt out in the relevant clause.
- c. The formation of Joint Venture / Consortium or change in the Joint Venture / Consortium character/ members after submission of the bid and any change in the bidding regarding Joint Venture / Consortium will not be permitted.
- d. The bid, and in case of a successful bid - the Agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV / Consortium Agreement providing the joint and several liabilities with respect to the contract.
- e. The pre-qualification of a JV / Consortium does not necessarily pre-qualify any of its member individually or as a member in any other JV/Consortium. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-

qualification requirements, subject to written approval of the employer.

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

g. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

h. The JV/ Consortium Agreement must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Member.

i. The contract agreement should be signed by each Joint Venture / Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/ Consortium or authorized signatory on behalf of JV/ Consortium.

j. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

k. An entity can be a member in only one Joint Venture / Consortium. Bid submitted by Joint Venture / Consortiums including the same entity as member will be rejected.

l. The JV / Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

m. The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV / Consortium breaks up midway before award of work and during bid validity period, bid will be rejected.

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

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

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

- o. JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/Consortium, at the time of execution of Agreement.
- p. The JV/Consortium-must enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before making any payment.
- q. **If a bidder participates as Joint Venture (JV) / Consortium, the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.**

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

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

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

## **8 Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online:**

### **Qualification Criteria to qualify for award of the contract:**

The bidder shall be a private, public or government owned legal entity or a combination of them.

#### **a) Bid Submission Confirmation (BSC) Sheet:**

Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format as per instruction provided in the GeM Bid Document under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured .xls format.

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

Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.

### **8.1 Technical Capability:**

**A.** The Bidder must be a manufacturer of Continuous miner or Similar equipment with Continuous cutting technology and the same or similar equipment manufactured by the manufacturing organization must have produced at least **0.408 million tonne of coal** from underground mines in any one production year (consecutive 365 days) during last 7 (seven) years ending on last day of month previous to the one in which bid applications are invited.

OR

**B.** The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous miner or Similar equipment with Continuous cutting technology and the

same or similar equipment manufactured by the manufacturing organization must have produced at least **0.408 million tonne of coal** from underground mines in any one production year (consecutive 365 days) during last 7 (seven) years ending on last day of month previous to the one in which bid applications are invited, and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer up to the period / tenure of the contract.

OR

C. The bidder must have produced at least **0.408 million tonne of coal** from underground mines in any one production year (consecutive 365 days) using Continuous Miner or Similar equipment with Continuous cutting technology during last 7 (seven) years ending on last day of month previous to the one in which bid applications are invited.

#### **8.2 Financial Capability:**

A. The intending Bidder must have minimum financial turnover of **Rs. 34.14 Crores** Or equivalent US \$ in any year during last 7 years ending last day of month previous to the one in which bid applications are invited.

**Note:** Financial Turnover shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

B. The intending Bidder must provide evidence of possessing adequate working capital of **Rs. 10.51 Crores** or equivalent US \$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

The bidder should possess the working capital issued by a Practicing Chartered Accountant (having a membership number and UDIN number with Institute of Chartered Accountants of India) within three months prior to the date of opening of tender.

NOTE: The uploaded Working Capital Certificate issued by CA should possess Unique Document Identification Number (UDIN) to verify authenticity of the certificate at <https://udin.icai.org>.

#### **In case of JV/Consortium, the requirement of Working Capital under this clause shall be met as per following proportion:**

a) The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.

b) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

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

(For calculating equivalent US \$, the Bill selling rate of SBI on the last date of submission of bid shall be considered.)

#### **8.3 PAN Card:**

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

### **Scanned copy of documents to be uploaded by Bidders / Sellers:**

PAN card issued by Income Tax department, Govt. of India in support of information furnished in the specified place of **Bid Submission Confirmation (BSC) Sheet**.

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

#### **8.4 GST Registration:**

The bidder should be either:

GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above

### **Information to be furnished in Bid Submission Confirmation Sheet:**

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

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

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

- a) **Status:** GST registered Bidder under regular scheme

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

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

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

- c) **Status:** GST unregistered Bidder:

**Document:** A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

(In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner).

Note: -

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

2. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

3. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.

4. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.

#### **8.5 Legal Status of The Bidder:**

The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act /Joint Venture / Consortium.

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

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

- i. Scanned copy of JV/Consortium Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.
- ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/Consortium agreement on behalf of them.
- iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/Consortium as mentioned below:
  - a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.  
OR
  - b) Partnership deed containing name of partners.  
OR
  - c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

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

- a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.  
OR
- b) Partnership deed containing name of partners.  
OR
- c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

#### **8.6 Written Consent regarding Arbitration:**

**Deleted**

#### **8.7 Letter of Bid:**

The Letter of Bid addressed to the Tender Inviting Authority (TIA) has been given in Tender document containing name of the work, NIT No., GeM ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) of BSC Sheet at the time of bid submission. This online acceptance during bidding through GTE of BSC Sheet shall be construed as submission of LOB by bidder.

**8.8 Undertaking (Annexure- VII) to be accepted unconditionally for genuineness of information furnished online/through BSC and authenticity of the documents uploaded online in support of his eligibility**

The Bidders have to accept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online/ through BSC documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission.

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

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

**8.9 Restrictions on Public Procurement from certain countries:**

As per provisions of GeM Portal

**8.10 Undertaking:**

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

**8.11 Micro & Small Enterprises:**

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

**8.12 Purchase Preference under 'Make in India' Policy for "Local supplier":**

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

8.13 Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

8.14 If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

8.15 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

**9 CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS:**

**i) Confirmatory Documents (Cover Documents):**

Sl. No	Eligibility Criteria	Information to be furnished by Bidder on line	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished online by the Bidder against Eligibility Criteria as Confirmatory Document
1.	Bid Submission Confirmation (BSC) Sheet (Eligibility criteria as per clause 8.a of the e-tender notice)	Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured .xls format.	<p>The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.</p> <p>Any Bid not accompanied by a Bid Submission Confirmation (BSC) Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.</p> <p>NOTE: Upload Bid Submission Confirmation (BSC) Sheet in "<b>Additional Doc 1 (Requested in ATC)</b>" section available under 'Documents required from seller' link.</p>
2	Work Experience (Eligibility criteria as per clause 8.1 of the e-tender notice)	Confirmation in the form of Yes/No through GTE of BSC regarding submission of required documents relating to work experience as per NIT.	<p>In case the bidder participates under Clause 8.1:</p> <p><b>Sub-clause A:</b></p> <p>(i) A certificate showing that the Bidder is a manufacturer of Continuous Miner or similar equipment with Continuous cutting technology.</p> <p>(ii) Satisfactory Work Completion/ Executed Certificate (includes completed / on-going works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or similar equipment with Continuous cutting technology and has produced at least <b>0.408 million tonne</b> of coal from underground mines in any one production year (consecutive 365 days) during last 7 years ending on <b>31.01.2026</b></p> <p>(iii) Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.</p> <p><b>Sub-clause B:</b></p> <p>(i) Legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which has successfully manufactured and supplied Continuous Miner or similar equipment with Continuous cutting technology and the same or similar equipment manufactured by the manufacturing organization has produced at least</p>

		<p><b>0.408 million tonne</b> of coal from underground mines in any one production year (consecutive 365 days) in the preceding 7 years ending on <b>31.01.2026</b> and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer up to the period/tenure of the contract.</p> <p>In case of agreement with foreign manufacturing organization, the Certificate showing that the manufacturing organization is a manufacturer of Continuous Miner or similar equipment with Continuous Cutting Technology</p> <p>(ii) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line in respect of the Continuous Miner or similar equipment with Continuous Cutting Technology and has produced at least <b>0.408 million tonne</b> of coal from underground mines in any one production year (consecutive 365 days) during last 7 years ending on <b>31.01.2026</b></p> <p>(iii) Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.</p> <p><b>Sub-clause C:</b></p> <p>(i) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information as sought on-line mentioning that the bidder has produced at least <b>0.408 million tonne</b> of coal from underground mines in any one production year (consecutive 365 days) using Continuous Miner or similar equipment with Continuous Cutting Technology during last 7 years ending on <b>31.01.2026</b></p> <p>(ii) Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.</p> <p>In case of JV/Consortium, above documents of partner(s)</p>
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3	Financial Turnover (Eligibility criteria as per clause 8.2.A of the e-tender notice)	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of required documents relating to Financial Turnover as per NIT.	The intending bidder must submit the Financial Turnover certificate issued by a Practicing Chartered Accountant having a membership number and UDIN number with Institute of Chartered Accountants of India, containing the information as furnished online for compliance of the respective NIT clause.
4	The Availability of Working Capital (Eligibility criteria as per clause 8.2.B of the e-tender notice)	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of required documents relating to working Capital as per NIT.	<p>Scanned copy of all documents related to proof of fulfilling the eligibility criteria as per clause 8.2.B of the e-tender notice i.e. Evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources) i.e.,</p> <p>(i) Certificate of Working Capital issued within three months prior to the date of opening of tender by a Practicing Chartered Accountant mentioning the date on which the Working Capital is available (within three months prior to the date of opening of tender) and the membership number and UDIN number of the CA.</p> <p><b>NOTE:</b> The uploaded Working Capital Certificate issued by CA should possess Unique Document Identification Number (UDIN).</p> <p>(ii) Audited/Certified Account / Financial Statement of last 3 years.</p> <p>(iii) P&amp;L account and Balance sheet of immediate preceding 3 years.</p> <p>(iv) Annual Turnover of immediate preceding 3 years</p> <p>(v) Average Turnover of immediate preceding 3 years.</p> <p>(vi) Total monetary value of contractual works performed for each of the last three years</p> <p>In case of JV/Consortium, above documents of partner(s)</p>
5	MSE REGISTRATION CERTIFICATE AND SC/ST CERTIFICATE (As applicable)	Confirmation in the form of Yes/No through GTE of BSC for submission of document / declaration regarding MSE status	<p>i. The Bidders/Sellers are required to upload valid MSE certificate in compliance with the Guidelines of Ministry of MSME Enterprises and also as per the functionality of GeM portal.</p> <p>ii. Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category.</p>
6	Local Supplier Status	Confirmation in form of Yes / No through GTE of BSC regarding submission of required document indicating percentage of local content as enlisted in NIT.	All the Bidders shall submit along with the Bid, a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

7	Equipment	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of list of major equipment and detailed specification of equipment offered as per Section-3 of NIT document.	List of major items of equipment proposed to carry out the contract and detailed specification of equipment offered and documents regarding past performance of offered equipment.
8	Details of Operation	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of Details of Operation as per Check List NIT document.	Details of mine / district layout and sequence of operation, detailed Network of implementation and Requirement of air at the last ventilation connection of each working district and at the entry of the district.
9	Technical personnel to be deployed in the work.	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of details of Technical personnel to be deployed in the work as per Checklist of NIT document.	(i) List of minimum and maximum number of persons, grade and designation wise, to be deployed in shifts by the bidder. Qualifications and experience of key site management and technical personnel proposed for the contract.
10	Qualification information	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of Qualification information as per Section-3 of tender document.	Details of Qualification information and checklist as per format in section – 3 duly filled in.
11	Valid PAN, GST & Legal Status	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of the required documents	i) Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India. ii) Document for GST Document for LEGAL STATUS
12	Mandate Form As per NIT (Annexure-V)	Confirmation in the form of Yes/NO through GTE of BSC regarding submission of the required documents	As per the format provided in the bid document.
13	An Undertaking on their letter head regarding relatives as employees of company, local supplier status of the Bidder etc. as per the format given in <b>Annexure- VIII</b> .		
<p><b>Note:</b> Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>			

**ii) Documents to be accepted unconditionally by the bidder / seller.**

1	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Annexure VI & VII of Tender Document respectively. As per Clause No. 8.7 and 8.8 of NIT	Confirmation in the form of Yes/No for unconditional acceptance in GTE of BSC Sheet	NIL
2	Integrity pact	Confirmation in the form of Yes/No through BSC SHEET for willingness to sign Integrity Pact as per Annexure- I Bidders are to confirm the acceptance of Pre-Contract Integrity pact in BSC SHEET at the time of submission of bid.	NIL
3	Code of Integrity for Public Procurement (CIPP) as Annexure-X provided in the bid document.	Confirmation in the form of Yes/No through BSC SHEET for willingness to sign CIPP Bidders are to confirm the acceptance of CIPP in BSC SHEET at the time of submission of bid.	NIL
<p><b>Note:</b> Only one file in pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>			

**NOTE: Any certificate issued by CA, as per terms of tender document, must have UDIN mentioned in it.**

## **10 GENERAL INSTRUCTIONS FOR SUBMISSION OF BID:**

- i. All the bids are to be submitted online on GeM portal. No bid shall be accepted offline.
- ii. For online submission of tender, the bidders will have to upload all the confirmatory documents as prescribed in the NIT in Cover-I and only "Price-bid" in Cover-II.

### **iii. Letter of Bid:**

The Letter of Bid addressed to the Tender Inviting Authority (TIA) has been given in Tender document containing name of the work, NIT No., Tender ID at **Annexure - VI**. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) of BSC SHEET at the time of bid submission. This online acceptance during bidding through GTE of BSC SHEET shall be construed as submission of LOB by bidder.

### **iv. Confirmatory Documents:**

All the Confirmatory documents as enlisted in the NIT in support of online information furnished by the Bidder are to be uploaded in Cover-I by the Bidder while submitting the bid online.

Financial Bid: As per functionalities available on GeM portal.

## **11 Validity Period of Offer:**

The rate offered should be valid for 180 days after the last date of submission of Bid. However, extension of bid validity shall be done as per functionalities of GeM Portal.

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

## **12 Opening of Bids:**

As per provisions in NIT and Instructions to Bidders (ITB) and as per functionalities available on GeM Portal.

13 The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

14 The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on GeM portal only.

15 The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

## **16 Biometric Attendance System:**

The contractor should get the attendance of their employee booked in their own installed biometric attendance system for transparency and accountability.

### 17 Integrity Pact:

Bidders are required to accept the pre-contract integrity pact (as available in the Bid document at Annexure - 1) online at GeM portal. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at the time of execution of formal agreement.

Name and address of the Independent External Monitors (IEM):-

Sl.No.	Name of IEM & e-mail ID	Address
1.	Shri Ashok Kumar Garg, ITS (Retd.) akgarg1654@gmail.com	E-13, Sector-55, Noida 201301

18 SAVINGS CLAUSE: As per clause 5 of GeM GTC, if the Terms and conditions under Respective Catalogue of Service (If Available), Miscellaneous Terms And Conditions for Services and subsequent updates/amendments thereafter available at <https://gem.gov.in>, is found to be conflicting with contents of the bid document along with its ancillary documents, the later shall prevail and will have overriding effect. Furthermore, it is also clarified that whenever contents relating to clauses of instant main NIT are conflicting with the contents getting mirrored / mentioned elsewhere in the ancillary document, the former will have its overriding effect. This issues with the approval of competent authority.

### 19 Help for participating in e-Tender:

For tender related queries, the bidders / sellers may seek help from the following:

Type of Support	Contact Persons	Contact Numbers
Tender Inviting Authority (TIA) /Representative of TIA (For Tender Related Assistance)	• Shri Malay Das, GM(CMC), ECL/	+91-9434795844
	• Shri Sonu Kumar Jha, Dy. Manager (Min.), CMC, ECL	+91-9434796631

  
GM(Min.)/ HOD (CMC), ECL

#### Distribution:-

1. C M D, ECL
2. D(T) P&P/ D(T) OP/D(F)/D(P), ECL
3. CVO, ECL HQ.
4. IEM(s) with Postal Address
5. GM (CMC) - All subsidiaries.
6. TS to CMD/ TS to D (F), ECL HQ.
7. GM(P&P)/ GM(F)/GM(C)/GM(P&IR)/CGM(IED)/GM(ExcV)/GM(S&M)-ECL/HQ.
8. GMs - All Areas / Projects of ECL
9. Hony. Secretary - Builders' Association of India, Asansol Center. C/o. Sri J.C. Lal, M/s. Linkers India, Lithuria Road, Neamatpur, P.O. Sitarampur - 713 359.
10. President, Coal & Steel Chamber of Commerce & Industries, P.O. Ukhra, Dist. Burdwan (WB).
11. GM / AFM, concerned Area

for kind information

**BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS (ATC)**

**(This document is a part of e-Tender Notice)**

**SECTION - I**

**INSTRUCTIONS TO BIDDERS**

**1. SCOPE OF BIDDER**

- 1.1. Eastern Coalfields Limited (referred to as Employer in these documents) invites bids for the work of deployment of Standard Height Continuous Miner packages (01 set) on hiring basis (as defined in this document and referred to as “the work”) detailed in NIT.
- 1.2. The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the tender document.

**2. ELIGIBLE BIDDERS**

Refer Clause 7 of NIT

**3. QUALIFICATION OF THE BIDDER**

Refer Clause 8 of NIT

**4. ONE BID PER BIDDER**

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

**4.2 “Conflict of interest”:**

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

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

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

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

**5. COST OF BIDDING**

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

## **6. SITE VISIT**

- 6.1** The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site of work and its surroundings, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, underground and on the surface, the geological and strata conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their bids.
- 6.2** Although certain information are provided in Technical Volume of this NIT, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. ECL will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.
- 6.3** Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.
- 6.4** It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.
- 6.5** It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting rates.
- 6.6** It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

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

The set of bidding documents comprises the documents listed in the table below and addenda, if any, issued in accordance with Clause 9:

- e-tender notice (Notice Inviting tender)
- Section - 1 Instructions to Bidders (ITB);
- Section - 2 ADVISORY FOR BUYER AS WELL AS SELLER FOR MINING SERVICE TENDER(S) / OTHER'S SERVICE TENDER (IF APPLICABLE) INVITED THROUGH GEM PORTAL;
- Section - 3 Qualification Information
- Section - 4 General Terms & Conditions of Contract
- Section - 5 Technical Document (Mine Profile and Geo Mining Conditions)
- Section - 6 Tender Drawings
- Section - 7 Scope of Work
- Section - 8 Various Forms of Securities, Forms of Bid and Qualification Information; Affidavits, Form of Article of Agreement, Pre-contract Integrity Pact, Code of Integrity for public procurement (CIPP) etc.
- Section - 9 Guidelines on Debarment of firms from Bidding

Addenda, if any, issued in accordance with Clause 9.

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

Refer Clause 6 of NIT

**Pre-bid meeting:** Refer Clause 5 of NIT

## **9. AMENDMENT OF BIDDING DOCUMENTS:**

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

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

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with clause 15 below.

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

## **10. LANGUAGE OF BID**

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

## **11. BID PRICES:**

Bidder shall quote the price ensuring minimum guaranteed production for Five (05) years as mentioned in NIT. The bidders shall quote the following in their price bid:

- Specific price per tonne of coal produced in Rs./Te

**Note:**

- a) Conditional Offer will be considered non-responsive.
- b) All Bidders have to quote the specific price per tonne in INR only. Payments shall be made in INR only.
- c) Electricity, provided by ECL to the Contractor, will be charged on actual and arrangements for all other consumables, diesel etc. are to be made by the Contractor at his own cost.

The price quoted would include the cost of the following:

- Cost of scientific study
- Cost of hiring of all Equipment to be supplied by the bidder for cutting of coal, roof and side support, carrying coal till it is loaded onto Gate Belt Conveyor.
- Cost of all spare parts and all consumables for operation of Equipment.
- Cost of wages for manpower deployed by the bidder.
- Cost of Electricity consumption.
- Cost of POL consumption.
- Cost of Temporary Ventilation Stopping and installation of Auxiliary Fan to be provided within the district.
- Cost for supporting and/or blasting the roof and side, if required. Explosives, detonators, related materials and accessories shall be provided by ECL and blasting shall

be done under the supervision of ECL personnel.

- All duties, taxes (excluding GST and GST compensation cess) and other levies payable by Contractor under the Contract, or for any other cause shall be included in the rates and total Bid Price. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates and total Bid Price submitted by the Bidder.

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

**11.1** The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

11.3 The overall price in Rate per tonne quoted by the bidder/seller in GeM portal shall be considered for the purpose of execution of work. L-1 will be decided on overall quoted value (i.e. Cost to Company)

11.4 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed.

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

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

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

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

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

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

If ECL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities,

issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

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

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

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

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

- a. The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees. The specific rates for per tonne of coal produced shall be quoted by the Bidder in INR only. Payment under contractual obligation shall be made to the successful bidder only for coal produced.
- b. Total contract period will be of Five (05) Years as indicated in the NIT.

For payment to the successful bidder the Specific Price/Te shall be subject to variation on quarterly basis as follows:

**Revised Specific Price/ (Te) = (0.55 X Specific Price/ Te) + (0.45 X Specific Price/ Te) X Average WPI on the subject quarter / Base WPI**

Average WPI on the subject quarter = Average Wholesale Price Index prevalent to the subject quarter.

Base WPI - Wholesale Price Index prevalent for the month immediately preceding the month in which tender (Price Bid or revised Price Bid whichever is later) was submitted.

## **13. BID VALIDITY**

Refer clause No. 11 of NIT

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

Refer Clause 4 of NIT

## **15. DEADLINE FOR SUBMISSION OF BIDS:**

15.1 Bids shall be submitted on line on the GeM portal <https://gem.gov.in> within the date and time specified therein.

15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of NIT/GeM Portal, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **16. SIGNING AND SUBMISSION OF BID:**

16.1 In order to submit the Bid, the bidders have to get themselves registered online on the

GeM portal (<https://gem.gov.in>) . The registration should be in the name of bidder/Seller.

EXAMPLE: If any bidder/seller willing to participate in the tender as an individual/partnership firm/Joint Venture/Consortium, the bidder should enroll/register their Company name on the website Government e-Marketplace (GeM Portal - i.e. <https://gem.gov.in> as mentioned hereunder:

Name of the bidder as per Legal Status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction	Partnership Firm	ABC Construction
ABC-XYZ (JV)/Consortium	Joint Venture/ Consortium	ABC-XYZ (JV)/Consortium or otherwise as provided in clause No. 7.2 of NIT.

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

16.3 The Bidders will have to accept unconditionally all the Bid Document including GeM GTC, Terms & Conditions which contains the acceptance of all the Terms and Conditions of NIT including Service Level Agreement / General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

16.4 The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of BSC Sheet, the Undertaking regarding Genuineness of the information furnished by him in BSC Sheet & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template of BSC Sheet and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE of BSC Sheet, there will be provision for penal action, if any information/declaration furnished online by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

16.5 The Bidder will have to make the payment of EMD as per relevant provision of NIT.

16.6 The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the NIT.

16.7 The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.

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

All the confirmatory documents as prescribed in the NIT in Cover-I and "Price-bid" in Cover-II.

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

- i) **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- ii) **Confirmatory Documents/Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document in support of online information / information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.
- iii) **Price bid:** The overall price in terms of Single Rate per tonne quoted by the bidder/seller in GeM portal shall be considered for the purpose of execution of work. L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The rate to be quoted will be inclusive of GST and inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- iv) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD.

16.9 DEADLINE FOR SUBMISSION OF BIDS: Bids shall be submitted online on GeM portal within the deadlines prescribed as per GeM Portal.

The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with relevant clause of NIT/GeM portal, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## 17 MODIFICATION AND WITHDRAWAL OF BIDS

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of bid and the Bidder may modify and resubmit the bid on-line on GeM portal as per provisions of GeM portal.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of GeM contract on GeM portal with the following provision of penal action:

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

**18. OPENING OF BID:** As per functionalities available on GeM portal

**19. Evaluation of Bids:**

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

**19.2 Evaluation of Tender:**

**A.** After opening of Technical bid, the documents submitted by Bidder(s) in Technical bid as enlisted in the GeM Bid will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) in Bid Submission Confirmation Sheet (BSC). If it confirms to all of the information/ declarations furnished by the Bidder in Bid Submission Confirmation Sheet (BSC) and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

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

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

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

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

**E.** In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.

F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to **7 days**. The clarification shall be taken in online mode on GeM Portal only.

G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection with his submitted online information(s) / declaration(s), then his/their bid will be accepted for opening of Price Bid.

H. Technical Evaluation will be done on GeM Portal as per Portal Conditions and price bid shall be opened on schedule date and time as per GeM Portal Conditions.

I. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document, then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

### 19.3 The following Clauses are applicable:

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

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

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

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

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

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

other MSEs.

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

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

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

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

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

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

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

## **B. Preference to Make in India**

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

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

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

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

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

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in

the item (including all customs duties) as a proportion of the total value, in percent.

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

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

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

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

**I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -**

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

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class- I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

**II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-**

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

ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within

the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

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

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

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

well as 'Non-local supplier', as per following procedure:

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

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

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

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

**V. Verification of local content:**

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity

d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

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

g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

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

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

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

## **VI. Reciprocity Clause**

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

2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

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

19.4 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the scanned documents uploaded by Bidder in support of the information furnished by them in Bid Submission Confirmation (BSC) Sheet and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

- 19.5 Contract on GeM portal will be generated, after competent approval and financial concurrence of TCR.
- 19.6 If L-1 Bidder backs out (i.e. Techno commercially established L-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/ECL.

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

## **20. PROCESS TO BE CONFIDENTIAL**

20.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such tender.

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in GeM Bid.

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

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

## **21. CLARIFICATION OF BIDS**

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

## **22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

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

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

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

1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.
2. The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

3. The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
4. No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification or as per the functionalities available on GeM Portal relating to representation / challenge made by the disqualified bidders/sellers (If any). This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.
5. Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

6. **Deleted**

24. **AWARD CRITERIA**

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

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

In Final evaluation, quoted price per tonne of coal produced will be considered for evaluation.

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

25.1 Notwithstanding Clause 24, the Employer reserves the right to accept, negotiate or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.

25.2 (A) Negotiations

- I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
  - A. Where the procurement is done on nomination basis;
  - B. Procurement is from single or limited sources;

- C. Procurements where there is suspicion of cartel formation which should be recorded; and
  - D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- II) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.
  - III) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
  - IV) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:
    - A. Negotiations must be carried out by the CA or TC only;
    - B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
    - C. The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in the relevant Annexure of Bid Document, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
    - D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per the relevant Annexure of Bid Document; and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal using the Tab of "Need to Negotiate with L1?". The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

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

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the L-1 Bidder at negotiated rate may be

considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

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

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

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

The offline communication of LOA shall not be mandatory.

26.2 The notification of LOA (Letter of Acceptance)/GeM Contract will constitute the formation of the Contract.

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

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to clause 4.4 of conditions of contract (GTC). No payment for the work shall be made before execution of this agreement.

26.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of NIT.

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

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

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

Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest. For details refer cl. 4.4 of Conditions of Contract (General terms and Conditions)

## **28. EMPLOYMENT OF LABOUR:**

28.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid

from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 4.20 of GTC.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor which shall be in accordance with the following guidelines:

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.
2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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

Note: However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/ECL.

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

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

#### **28.4 Performance Linked Incentives (PLI) Scheme:**

Performance Linked Incentive (PLI) Scheme for Contractor Workers engaged in mining activities with following conditions for payment to eligible contractors' workers engaged in mining activities before Diwali festival every year. (Ref. Office Order No. CIL/C-5B/JBCCI/HPC/Exgratia/275, Dated: 26.10.2024)

The contractor shall be bound to pay to their workers engaged in mining activities as defined under Section 2 (h), (j) & (k) of the Mines Act, 1952 in respect of every accounting year a minimum bonus (as modified from time to time in the Payment of Bonus Act or applicable statute) or "Performance Linked Incentive (PLI) for Contractor Workers" in lieu thereof which shall be 8.33 per cent of the salary or wage earned by the worker during the accounting year irrespective of whether they are covered under Payment of Bonus Act, 1965 or not"

In order to become eligible for above Performance Linked Incentive (PLI), the contractors' workers engaged in mining activities must have worked for minimum 30 days in the relevant Accounting Year.

A Contractor Worker engaged in mining activities shall be disqualified from receiving Performance Linked Incentive (PLI), if he is indulged in—

- i. fraud; or
- ii. riotous or violent behavior; or
- iii. theft, misappropriation or sabotage of any property belonging to CIL or its Subsidiaries.

The above payment of Performance Linked Incentive (PLI) for contractors' workers engaged in mining activities would be on pro-rata of attendance.

Note: The payment under above Performance Linked Incentive Scheme (PLI) shall continue to be

made till further orders in this regard.

## **29. LEGAL JURISDICTION**

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

## **30. DOWNLOADING BID DOCUMENT**

- i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.
- ii) The bidders will be required to submit an undertaking (in the form of affidavit as enclosed) that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract
- iii) The bid document as available online on the GeM Portal shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

## **31. INTEGRITY PACT:**

Bidders are required to accept the pre-contract integrity pact as available in the Bid document online at GeM portal. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.

### **31.1 Code of Integrity for Public Procurement (CIPP)**

Bidders are required to accept the CIPP as available in the Bid document (Annexure-X). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

## **32. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY:**

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

## **33. MISCELLANEOUS:**

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

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

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

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

## **34. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:**

As per functionality of GeM portal

## SECTION -2

### ADVISORY FOR BUYER AS WELL AS SELLER FOR MINING SERVICE TENDER(S) / OTHER'S SERVICE TENDER (IF APPLICABLE) INVITED THROUGH GEM PORTAL

**1. Formats for Bank Guarantees.**

The format provided in the bid document for Bank Guarantee regarding Performance Security and Retention Money shall supersede the format provided by the GeM portal. Seller/bidder are requested to kindly submit the Bank guarantee as per format given in the bid document.

**2. Functionality of GeM Portal regarding verification of MSE status of bidder and their bid evaluation.**

As per advisory of GeM, "No online verification of the status of MSE is being done at the GEM end because of the latest order granting benefits up to 3 years after the change of status. Buyers are requested to verify the status of the MSE at their end".

After verification of the MSE Status of the seller, buyer will upload the same on GeM portal, if allowed by GeM Portal for the respective seller. If buyer is not empowered to update the MSE status of seller on GeM Portal, the evaluation of Bid shall be done as per terms & conditions of Bid Document.

**3. ITC enabled Bid evaluation system of GeM Portal:** The estimated / Base value of tender floated on GeM portal is inclusive of GST and the same is mentioned in the scope of work / Bid Document.

**3.1 ITC enabled bid evaluation system:** If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.

Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.

**a) For GST registered bidder under Normal Scheme:** If the bidder registered on GeM portal under GST normal scheme, Bidder to enter the same percentage of GST and GST Cess (if applicable) as mentioned in the scope of work / Bid Document. The cost to company shall be calculated after excluding the value enter by seller for percentage of GST and GST Cess (if applicable) on GeM portal.

**b) For GST registered bidder under Composition Scheme:** If the bidder registered on GeM portal under GST composition scheme, the cost to company shall be calculated by GeM portal including GST and GST Cess (if applicable) as per GST Act.

**c) For GST un-registered bidder:** If the bidder registered on GeM portal as un-registered bidder, the cost to company shall be calculated by GeM portal is excluding GST.

**Note:** *If there is any difference in the GST Status of bidder, compared to their status on GeM Portal, the GST Status of bidder shown at GeM Portal shall be final for bid evaluation.*

**4. Window for seeking price justification in case quoted value of L1 is found on higher side by the tender committee and recording of suo-moto rebate if given by L1 bidder.**

At present on GeM portal, there is no provision for seeking price justification in case of quoted value of L1 is found on higher side. The price justification shall be sought outside the GeM Portal through e-mail of TIA. If L-1 seller/bidder gives suo-moto rebate then the same may be recorded on GeM portal using the Tab of "Need to Negotiate with L1?" till development of the functionality for the same by GeM.

- 5. Functionality of GeM regarding challenge rejection window for disqualified bidders**  
Any document submitted by the seller through challenge rejection window shall not be considered other than application uploaded as 'appeal'.
- 6. GeM Incident Management Policy**  
The GeM Incident Management Policy is applicable on defaulting seller and / or buyer as per GeM GTC.
- 7. Period of Bidder's representation window.**  
At present, by default GeM gives only 4 days for seeking clarification through bidder's representation window. Till development of the functionality regarding selection of bidder's representation period as per respective manual at buyer end, if buyer want to select the period more than the period provided by GeM Portal, the same may be modify with the help of GeM Authority.
- 8. Reply of queries against the clarification sought by bidder through Bidder's representation window.**  
If the response of buyer is more than the character limit mentioned in the GeM portal, the response shall be submitted through Corrigendum till development of the functionality by GeM to upload document through bidder's representation window.
- 9. Bid duration period is upto 45 days in GeM Portal**  
Till development of the functionality regarding selection of bid duration period more than 45 days as per respective manual. The same may be implemented with the help of GeM Authority.
- 10. Period of completion of work shall be in number of days only:**  
The period of work in days as mentioned in the Scope of work / Bid document shall superseded the period mentioned in the GeM Contract.
- 11. GeM functionality regarding Bid Validity Extension:**  
The request for Bid Validity Extension to be sought through GeM Portal as well as through offline mode (outside the GeM portal, through e-mail of TIA).
- 12. Non-receipt of e-mail to seller sent by Tender Inviting Authority (TIA):**  
Non-receipt of an e-mail sent by TIA as per directive of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in Bid Submission Confirmation (BSC) sheet is seller's responsibility.
- 13. Issuance and communication by TIA to seller / bidder through e-mail to comply the provisions of Bid Document**  
Non-receipt of an e-mail sent by TIA as per directive of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in BSC is seller's responsibility.
- 14. Invoicing of first bill shall be done through GeM Portal**  
No payment for the work shall be made before execution of this agreement as per Bid Document and the GeM contract shall be created on GeM portal to conclude the tending process on GeM. After that the invoicing of first payment bill shall be done through GeM portal and all the payment of work shall be done outside GeM Portal.

**Note:**

1. *The above advisory/SOP is prepared for processing of mining service tenders considering the present functionality of GeM portal. The portal is dynamic in nature and changes are being done by the GeM Authority, time to time. The procuring Entity can follow the above advisory/SOP for award of work, if any new functionality comes into the notice the same can be adopted with the approval of concerned*

*Director considering the below provisions and the same shall be communicated to CMC Division, CIL Hq for communication to others subsidiaries of CIL:*

- 2. Procurement of Services through GeM for Services**
- i. The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of Chapter – 3 & 6 of CIL's CMM.*
- ii. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.*

**SECTION - 3**

**QUALIFICATION INFORMATION**

(The information to be submitted by all the Bidders)

**3.0 INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURE / CONSORTIUM**

**3.1 Constitution or Legal status of Bidder (attach copy)**

Place of registration.....

Principal place of business .....

Power of Attorney of signatory Bid: (attach)

**3.2 GENERAL INFORMATION:**

Name of the Tenderer :				
Participating as <i>(Please tick)</i>		Single entity	Joint Venture	Consortium
Details of Single Entity / JV / Consortium members :				
<b>I</b>	Name (Single entity or Lead member) :			
	Postal address Tel.No., Fax-No., e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the member			
	Turnover ( in.....)	< Year>	< Year>	< Year>
<b>II</b>	Name ( member) :			
	Postal address Tel.No. Fax-No. e-mail, website			
	License or registration			
	Bankers name & address			
	Responsibility of the member			
	Turnover ( in.....)	< Year>	< Year>	< Year>

Note : In case of more than two members in JV / Consortium, the above information shall be furnished on the same format separately.

**3.3 DETAILS OF PERFORMANCE OF CONTINUOUS MINER**

***(Please use separate sheet for each work/project)***

Brief description of the Job (Production of coal using Continuous Miner)	
Name of the Member responsible for the job	

Contract No.	
Name of mine & Location	
Client's Details Address, Tel. No. Fax-No., e-mail, website	
Type of Equipment deployed	
Targeted Annual production (average)	
Average Annual production achieved	
Maximum production achieved in a year Using a set of Continuous Miner	
Value of total Contract	
Date of award	
Scheduled date of completion	
Date of actual completion	
Name:	
Designation:	
	Signature with seal      Date

**3.4 Annual audited Financial reports of the last three years: balance sheets, profit and loss statement, auditors report etc.** (copies to be submitted and the following format be filled in)

Financial information in Rs.	Actual: Previous three years		
	1	2	3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profit before tax			
6. Profit after tax			

**3.5 Evidence of access to financial resources to meet the qualification requirements:**

Cash in hand, liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled-up).

Source of financing	Amount in Rs.
1.	
2.	

**3.6 Details of bankers:**

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

**3.7 Information about litigations, if any, in which bidder is involved:**

Year	Award FOR or AGAINST applicant	Name of the client, Cause of Litigation and Matter of dispute	Disputed amount in Rs.

**3.8 Details of the equipment (Continuous Miner Package) Proposed to be deployed for the work**

Sl. No.	Equipment type and capacity	Make & model	Number

Note: Detailed specification of all the equipment is to be included with the Technical offer. Bidders are to submit dully filled Check list and Data/Information sheet furnished in the NIT.

**3.9 Performance of the equipment (Continuous Miner Package) Proposed to be used:**

Sl. No.	Name and address of Mine / Project where the same type equipment package were deployed	Year wise production of the package during equipment's life

**3.10 Permanent Income Tax Account No. (PAN)**

**3.11 Details of Earnest Money/Bid Security:**

Deposit of Earnest Money by: Net Banking/NEFT/RTGS

**OTHER DETAILS**

- (a) Details of registration/ enlistment with Government organizations/ PSUs/ Subsidiaries of Coal India Limited if any.
- (b) Certificate of registration as per statutory requirements under Contract Labour Laws etc. as may be applicable. If the certificates have not been obtained at the time of offer submission, the same should be submitted prior to commencement of work.
- (c) Certificate of registration with CMPF authorities. If the certificates have not been obtained at the time of offer submission, the same should be submitted prior to commencement of work.
- (d) List of minimum and maximum number of person grade and designation wise to be deployed in a shift by the bidder.

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Signature of the Tenderer

- NOTE:
- 1. Separate sheets may be attached to furnish details, if necessary
  - 2. In case of Joint Venture / Consortium, Separate information for each member should be submitted.
  - 3. Documentary evidence of qualifications of the bidder (as per qualification criteria) is to be submitted.

**CHECK LIST TO BE FURNISHED BY THE BIDDER**

(To be submitted in Part I)

Bidders are requested to fill column 3 and 4 and submit it along with their offer.

<b>Sl. No.</b>	<b>Information/data/confirmation/ documentary proof furnished</b>	<b>Yes (Y) or No (N)</b>	<b>Ref. Page no. of offer</b>
1	2	3	4
1	EMD Deposited as per NIT and submitted		
2	Proof of fulfilling the eligibility criteria as per Clause 8 of e-tender notice furnished.		
3	Proof of Financial Soundness furnished		
4	Furnished Audited/Certified Account/Financial Statement of last 3 years.		
5	Furnished P&L account and Balance sheet of last 3 years.		
6	Furnished Annual turnover of immediate preceding 3 years		
7	Furnished Average turnover in immediate preceding 3 years.		
8	Furnished status of DGMS approval of each equipment		
9	Whether site of work visited		
10	Whether attended Pre bid meeting held at ECL HQ		
11	Offer has been submitted strictly as per Clause 10 of NIT under heading General Instructions for Submission of Bid		
12	Furnished document establishing good eligibility and conformity to bidder documents.		
13	Furnished detailed specification of equipment offered		
14	Furnished documents regarding past performance of offered equipment		
15	Furnished the Financial Turnover certificate and Working capital certificate from CA as per clause 9 (i) 3 & 9 (i) 4 of NIT		
16	Letter of authorization (Power of attorney) enclosed		
17	Furnished mine/district layout and sequence of operation.		
18	Furnished detailed Network of implementation.		
19	List of manpower (grade-wise) to be provided by the bidder in each APP		
20	Requirement of air at the last split of each working district and at the entry of the district.		
21	Furnished all documents as per clause 9 of e-tender notice		
22	Bidder to indicate the qualifying criteria under which they intend to qualify:		
	i. Clause no. 8.1 (A) of NIT		
	ii. Clause no. 8.1 (B) of NIT		
	iii. Clause no. 8.1 (C) of NIT		

Data/Information Sheet  
(To be submitted in Part I)

The total list of equipment, termed as Continuous Miner packages, to be deployed by the successful bidder is as under:

SI No	Particulars	Unit	Quantity
<b>A</b>	<b>Equipment for Continuous Miner district</b>		
1	Standard Height Continuous Miner	Nos.	1
2	Shuttle Car/Coal Hauler (Diesel/Battery/Electrical)	Nos.	2
3	Feeder Breaker	Nos.	1
4.	Roof Bolter - Twin Bolter*	Nos.	2**
5.	Battery Operated Multi Utility Vehicle	Nos.	2
6.	Battery Operated Free Steered Vehicle	Nos.	2
7.	Power Winch (2 sets)	Nos.	1
8.	Set of Electrical equipment including power center	Nos.	1
9.	Dust Collector Fan	Nos.	1
<b>B</b>	<b>Additional Face equipment</b>		
1	Face Pumps, Pipes & Fittings	Sets	4
2	LHD with trailing cable and electric cables and starter	Sets	1
3	Equipment for Strata Control & Monitoring	LS	1
4	Auxiliary Fan with ducting and accessories	Sets	2
5	Communication system	LS	1

\*Bolter should be capable of roof and side bolting as per DGMS Stipulations

\*\*one of which should be of Low height capable of roof and side bolting as per DGMS Stipulations

**A. Equipment Data proposed to be deployed**

Sl. No.	Equipment details/ specifications	To be filled by bidder
1	<b>1. Continuous Miner</b>	
1.1.1	Number of Machine Offered	01 No.
1.1.2	Make	
1.1.3	Machine model	
1.1.4	Number of such Machine working elsewhere	
1.1.5	Status of DGMS Approval	
1.2	Operating parameters	
1.2.1	Cutting height range (mm)	
1.2.2	Ground clearance (mm)	
1.2.3	Tramming speed (m/min)	
1.2.4	Loading rate (t/min)	
1.2.5	Ground pressure (k Pa)	
1.2.6	Machine weight (t)	
1.2.7	Radio Remote Control	
1.3	<b>Dimensions</b>	
1.3.1	Overall length (mm)	
1.3.2	Width (mm)	
1.3.3	Height (mm)	
1.4	<b>Cutting unit</b>	
1.4.1	Cutter drum diameter (mm)	
1.4.2	Cutter drum width (mm)	
1.4.3	Cutter drum speed (rpm)	
1.5	<b>Electrical</b>	

1.5.1	Machine voltage (V)
1.5.2	Cutting head power (kW)
1.5.3	Traction power (kW)
1.5.4	Conveyor/ Loading power (kW)
1.5.5	Hydraulic unit power (kW)
1.5.6	Dust suppression unit power (kW)
1.5.7	Total installed power (kW)
1.6	<b>1.6 Traction unit</b>
1.6.1	Crawler chain width (mm)
1.6.2	Crawler speed (m/sec)
1.7	<b>1.7 Loading unit</b>
1.7.1	Conveyor width (mm)
1.7.2	Conveyor speed (m/min)
1.7.3	Loading capacity (TPH)

<b>Sl. No.</b>	<b>Equipment details/ specifications</b>	<b>To be filled by bidder</b>
2	<b>Shuttle Car /Coal Hauler</b>	02 Nos.
2.1.1	Number of Machine Offered	
2.1.2	Make	
2.1.3	Machine model	
2.1.4	Number of such Machine working elsewhere	
2.1.5	Status of DGMS Approval	
2.2	<b>Operating parameters</b>	
2.2.1	Payload (coal) (kg)/Cubic capacity (cu. m))	
2.2.2	Unladen weight (kg)	
2.2.3	Power (kW)	
2.2.4	Vehicle speed (kmph)	
2.2.5	Grade ability in degree	
2.2.6	Turning radius (mm)	
2.2.7	Fuel consumption (L/shift) (if Diesel operated)	
2.2.8	Operating voltage	
2.2.9	Total service life (million tonnes)	
2.2.10	Ground clearance (mm)	
2.2.11	Ground pressure (kPa)	
2.2.12	Cable reel capacity (electrically operated) (m)	
2.3	<b>Dimensions</b>	
2.3.1	Overall length (mm)	
2.3.2	Width (mm)	
2.3.3	Height (mm)	
2.4	<b>Wheel</b>	
2.4.1	Size	
2.4.2	Ply rating	
2.4.3	Filling	
3	<b>Roof Bolter</b>	02 Nos.
3.1.1	Number of Machine Offered	
3.1.2	Make	
3.1.3	Machine model	
3.1.4	Number of such Machine working elsewhere	
3.1.5	Status of DGMS Approval	
3.2	<b>Operating parameters</b>	
3.2.1	Number of bolters	
3.2.2	Operating mining height (m)	
3.2.3	Drilling length (m)	

3.2.4	Drill hole size (mm)
3.2.5	Tram speed (m/min)
3.2.6	Weight (t)/ Ground Pressure (MPa)
3.2.7	Tire/ Track chain
3.2.8	Max. Platform elevation from ground (m)
3.2.9	Drilling nature
3.2.10	Power (kW)
3.2.11	Operating voltage (V)
3.2.12	Bolting rate (bolts/hr.)
3.2.13	Max. material hardness that can be drilled (MPa)
3.3	<b>Dimensions</b>
3.3.1	Overall length (mm)
3.3.2	Width (mm)
3.3.3	Height (chassis) (mm)
3.3.4	Wheel base (mm)
3.3.5	Ground clearance (mm)
3.4	<b>Drilling System</b>
3.4.1	Torque (Nm)
3.4.2	Rotation (rpm)
3.4.3	Feed thrust
3.4.4	Feed length (m)
3.4.5	Feed rate (m/min)
3.4.6	Mast height range (m)
3.4.7	Mast tilt (deg.)
4	<b>Feeder Breaker</b>
4.1.1	Number of Machine Offered
4.1.2	Make
4.1.3	Machine model
4.1.4	Number of such Machine working elsewhere
4.1.5	Status of DGMS Approval
4.2	<b>Operating parameters</b>
4.2.1	Capacity (TPH)
4.2.2	Input size (mm x mm x mm)
4.2.3	Output size (mm x mm x mm)
4.2.4	Weight (t)
4.2.5	Ground pressure (MPa)
4.2.6	Tram speed (m/min)
4.2.7	Crusher Power (kW)
4.2.8	Dust suppression
4.2.9	Hopper size (m <sup>3</sup> )
4.3	<b>Dimensions</b>
4.3.1	Overall length (mm)
4.3.2	Width over bucket type hopper (mm)
4.3.3	Overall width (frame) (mm)
4.3.4	Tram height (mm)
4.3.5	Max. discharge height (mm)
4.4	<b>Conveyor</b>
4.4.1	Conveyor width (mm)
4.4.2	Conveyor chain (mm)
4.4.3	Conveyor flights (mm x mm)

01 No.

<b>Sl. No.</b>	<b>Equipment details/ specifications</b>	<b>To be filled by bidder</b>
5	<b>Utility Vehicle/LHD</b>	
5.1.1	Number of Machine Offered	01 No.
5.1.2	Make	
5.1.3	Machine model	
5.1.4	Number of such Machine working elsewhere	
5.1.5	Status of DGMS Approval	
5.2	<b>Operating parameters</b>	
5.2.1	Bucket payload (kg)	
5.2.2	Bucket heaped capacity (m3)	
5.2.3	Weight (unladen) (t)	
5.2.4	Max. power (kW)	
5.2.5	Fuel consumption (L/hr)	
5.2.6	Tyre size	
5.2.7	Vehicle speed (kmph)	
5.2.8	Grade ability	
5.3	<b>Dimensions</b>	
5.3.1	Overall length (mm)	
5.3.2	Width overall frame (mm)	
6	<b>Set of electrical equipment</b>	01 Set
6.1	Particulars	
7	<b>Auxiliary fan</b>	02 Sets
7.1	Particulars	
8	<b>Face Pump</b>	04 Sets
8.1	Particular	
9	<b>Communication equipment</b>	01 Set
9.1	Particulars	
10	<b>Battery Operated Multi Utility Vehicle</b>	02 Nos.
10.1	Detailed Specifications	
11	<b>Battery Operated Free Steered Vehicle</b>	02 Nos.
11.1	Detailed Specifications	
12		
12.1	<b>Any Other Equipment</b> Particulars	

**Signature of Bidder**

**NOTE: All the equipment including Battery operated Multi Utility Vehicle and Battery operated Free Steered Vehicle must be able to work in the seam thickness range of the seams as provided in the technical document.**

Separate sheets may be attached to furnish details, if necessary

## SECTION – 4

### CONDITIONS OF CONTRACT

#### **4.1 DEFINITIONS**

- i. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- ii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-charge.
- iii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the bidder to the Owner.
- iv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - (b) Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
    - 1) A.S.M.E. Test codes.
    - 2) A.I.E.E. Test codes.
    - 3) American Society of Materials Testing Codes.
    - 4) Indian Electricity Act and Rules and Regulations made thereunder.
    - 5) Indian Explosive Act and Rules and Regulations made thereunder.
    - 6) Indian Petroleum Act and Rules and Regulations made thereunder.
    - 7) Indian Mines Act and Rules and Regulations made thereunder.
  - (c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- v. The word "Company" or "Employer" or "Owner" or "ECL" wherever occurs in the tender document, means the Eastern Coalfields Limited, Sanctoria (WB), represented at head quarter of the company by the Director Technical or his authorized representative or any other officer specially deputed for the purpose.
- vi. The 'Contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the Successful bidder together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work with rates and amounts.
- vii. "Contract period" shall start from the date of commencement of contract and include Five production years of cumulative coal production starting within **six months** from the date of issuance of Letter of Acceptance (LOA) and shall continue upto three months from last full and final payment released by ECL to the Contractor after issue of contract completion certificate by ECL.
- viii. "Contract Price" is the amount in INR equal to the product of "Specific price per tonne of coal" and "sum of the minimum guaranteed production of all production years in tonne". It is not the total amount payable to the Contractor which will be dependent of amount of coal produced.
- ix. The word "Contractor" wherever occurs means the successful Bidder / Bidders who has / have been given written intimation about the acceptance of tender and has / have

deposited the necessary performance security and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

x. A 'Day' shall mean a day of 24 hours from midnight to midnight.

xi. "Date of commencement of Contract" shall mean the date of issuance of the 'Letter of Acceptance'.

xii. "DGMS" means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.

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

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

xv. "Drawings"/ "Plans" shall mean all:

- a) drawings furnished by the owner/consultant as a basis for proposals,
- b) drawings submitted by Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
- c) drawings furnished by the Owner/Consultant to Contractor during the progress of the work, if any and
- d) engineering data and drawings submitted by Contractor during the progress of the work provided such drawings are acceptable to the Engineer.

xvi. The word "Engineer" or "Engineer in-charge" or "Designated Officer-in-charge" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of Contract. He will be responsible for supervising and administering the contract, certifying payment due to Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person or any other competent person and notify to Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the delegation of powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer/Engineer-in-charge/Designated Officer-in-charge.

xvii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract after successful completion.

xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the contract and/or the duly authorised representative of the owner.

xix. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.

xx. "**Continuous Miner**" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. The Continuous Miner, so deployed should not have the cutting drum width less than 2.40 Mtr and **should be suitable for deployment in the proposed seams, mentioned in Table 13 of the Technical Part of this Document**

xxi. "The mine or Site" shall mean the underground mine or site of the contract work including land and any building and erections thereon and any other land allotted by the company for Contractor's use in the performance of the contract.

xxii. "Month" shall mean a calendar month according to the Gregorian calendar.

xxiii. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

xxiv. "Production Year" shall mean 6100 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following deployment of bidder's underground equipment and the date of commencement of production. In case of stoppages for which Employer is responsible, working on weekly rest days and public holidays may be allowed to compensate such stoppages but on the discretion of the Engineer-In Charge. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. "One day of additional work shall be allowed for every 20 hours of stoppages accumulated. The actual hours on any Sunday or a public holiday if worked will reduce the accumulated hours of stoppages on 'hour by hour' basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.

Time required for shifting of the equipment from one panel to another panel shall be included in the production year. However, time period required in shifting the equipment from one seam to another seam and overhauling the machines shall not be included in the production year.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of Contact execution.

xxv. "Pillar extraction" means extraction of coal blocks formed after development by any method; with a reasonable percentage of recovery of coal, leaving void underground. The method of pillar extraction should be approved in writing by DGMS.

xxvi. "Site Investigation and Monitoring Services" means those expert services which the Bidder shall procure from a suitably qualified firm. The Bidder has the responsibility for engaging such firm, coordinating provision of services for the Contract Period, and making payment to the firm.

xxvii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

xxviii. The term "sub-contractor", means any person to whom execution of any part of the work including supply of any Equipment is sub-Contracted by the Contractor with written permission of ECL, and includes his legal successors or permitted assigns.

xxix. The "Works" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to be obviate any risk or accident or failure or become necessary for security.

xxx. 'Written Notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Contractor /Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

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

## **4.2 CONTRACT DOCUMENTS**

**4.2.1** The successful bidder shall enter into a Contract Agreement with the Owner within 14 (Fourteen) days of confirmation of performance security submitted by the contractor as per contract conditions or within such extended time as may be granted by the owner. If the successful bidder is a Joint Venture / Consortium, the contract agreement should be signed jointly by each member of Joint Venture / Consortium. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the successful bidder in the prescribed form within 21 (Twenty one) days from the date of 'letter of acceptance'. However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

Work shall commence only after submission of Performance Security.

**4.2.2** The contract shall be considered as having come into force from the date of issue of the 'Letter of Acceptance'.

**4.2.3** The following documents shall constitute the contract documents:

- (i) Articles of Agreements,
- (ii) Notice Inviting Tender, ITB, Addendum (if any), Offer and various clarification furnished by the successful bidder
- (iii) Letter of Acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/ Tender document issued to the bidder,
- (iv) Scope of Work
- (v) Conditions of contract/ Service Level Agreement,
- (vi) Special Terms and Condition
- (vii) Price/Rate and Price Variation
- (viii) Technical Specification of Equipment.
- (ix) Other Documents
  - a. Time Schedule
  - b. List of equipment to be deployed
  - c. List of Manpower to be deployed
  - d. Designated Mining Area
  - e. Integrity Pact
  - f. Code of Integrity for Public Procurement
  - g. Guidelines on Debarment of firms from Bidding
- (x) Any other relevant documents.

**4.2.4** The agreement will be signed in 2 (two) originals and Contractor shall be provided with one signed original. After Letter of Acceptance Contractor shall proceed with the work, Contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorized by company for the purpose. None of these documents shall be used by Contractor for any purpose other than this contract and Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such

documents.

#### **4.3 DISCREPANCIES AND ADJUSTMENTS THERE OF:**

**4.3.1** The documents forming part of the contract are to be treated as mutually explanatory of one another. In the event of varying or conflicting provisions made in any of the document/ documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

**4.3.2** Any error in description, quantity or rate in schedule or quantities or omission there from, shall not vitiate the contract or release Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of particular contract document.

**4.3.3** Any difference detected in the tender/tenders submitted, resulting from:

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities

#### **4.4 PERFORMANCE SECURITY/SECURITY DEPOSIT**

**4.4.1** Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

**Note: Adoption of Contract price/value/amount excluding GST for the purpose of deriving the value of Performance Security and retention money.**

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

- A Bank Guarantee in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at Asansol
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of **Eastern Coalfields Limited** on any Scheduled Bank payable at its Branch at **Asansol**.

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

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option

If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

- A) at Bidder's option by a Scheduled Bank,
- Or
- B) by a Foreign Bank located in India and acceptable to the Employer.
- C) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

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

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

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

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Asansol zone.

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

<i>SMS FIELD NO.</i>	<i>DETAILS</i>	
7035	<i>IFSC Code</i>	<i>ICIC0000291</i>
7036	<i>Beneficiary Bank</i>	<i>ICICI Bank Ltd.</i>
	<i>Branch</i>	<i>Murgasol, Asansol</i>
	<i>Address</i>	<i>Ground floor Plot No.793 Murgasol,</i>

		GT Road, Asansol-713303
	Bank account No	029105005131
7037	Cust ID of Beneficiary	ECL554567270
7038	Area/ Dept.	
7039	NIT/Work Order/ LOA No./GeM contract No.	

**Note:** SFMS msg- "IFN760 COV"- New Bank Guarantee, / "IFN767 COV" – Amendment of Bank Guarantee.

ICICI Bank has informed that the following sets of characters are allowed in field 7038 &7039 for BG advising:-

a b c d e f g h i j k l m n o p q r s t u v w x y z  
A B C D E F G H I J K L M N O P Q R S T U V V V X Y Z  
0 1 2 3 4 5 6 7 8 9

/ - ? : ( ) . , ' + { }

All SMS fields have to be mandatory filled up and no field is to be left blank

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

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

- i. Cancellation of award of work
- ii. Forfeiture of the Earnest Money/Bid Security
- iii. Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
- iv. The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

#### **Safe Custody and Monitoring of Securities-**

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Corporate Finance CIL/ Subsidiary for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

**4.4.3** All running "On Account Bills" shall be paid at 97%. The balance 3% shall be treated as retention Money and will be the second part of Security Deposit.

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

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

*The subsequent extension shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.*

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

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

#### **4.4.4 Refund of Security Deposit:**

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

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

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

#### **4.4.5 Additional Performance Security (APS):**

*Additional Performance Security (APS) shall be applicable if the bid price (excluding GST) is below 15% of the updated/justified cost (excluding GST) Finalized by the Procuring Entity as on the base date i.e. the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any). The amount of such APS shall be the difference between 85% of the updated/justified cost (excluding GST) Finalized by the Procuring Entity and quoted price (excluding GST).*

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

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

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

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

*i) Cancellation of award of work.*

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

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

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

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

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

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

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

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

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

#### **4.5 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF & DEVIATIONS/ VARIATIONS IN QUANTITIES**

**4.5.1** Immediately after the contract coming into force, the Engineer-in-charge and Contractor shall agree upon time and progress chart prepared on the basis of a work schedule to be submitted by Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract document.

**4.5.2** If Contractor without reasonable cause or valid reason commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy be at liberty, by giving 15 days' notice in writing to Contractor to commence the work, failing which to forfeit the Performance Security Deposit and terminate the contract at no cost to ECL.

However, Contractor may request the company in writing for extension of time giving full reason for the delay in commencing the execution of the work within the aforesaid date which the

company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Contractor in writing by the company within one month from the date of receipt of such request.

**4.5.3** Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him.

**4.5.4** Time required for shifting from one panel to another shall be included in the production year. However, time period required in shifting the equipment from one seam to another seam shall be given additionally as mutually agreed.

**4.5.5 DEVIATIONS/ VARIATIONS IN QUANTITIES:**

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

Note: Change of site within the mines of same Area because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. shall not be considered as radical change in the original scope and nature of the contracted work, for the purpose of clause 4.5.6 of GTC and shall be approved by CFD of Subsidiary Company. Such change of site shall require consent of the Contractor. CFD of the Subsidiary Company may approve change of site in other situations also, depending upon the prevailing local conditions.

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

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

In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations or otherwise as per available geo-mining conditions in the same mine or nearby mine to achieve the quantity limited to mutually agreed time and progress chart/Scope of Work. Once the adequate hindrance free space at original site is available, the work may be restored in the original site with mutual consent. In such cases no extension of contract with additional quantity shall be done.

**4.5.6.2** Extension of the Contract beyond the original contract period shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a Revised Work Order for the Extension is issued. Such extensions with consent of the Contractor shall need appropriate approval, as below:

a) In exceptional circumstances such as non-finalization of subsequent contract, court case etc, an extension for a time period upto 30% of original awarded contract period may be awarded with the approval of Competent Authority.

**4.5.6.3** The target quantity in respect of the extended period will be determined proportionately as the original awarded contract period and quantity.

The validity of the Bank Guarantee, if submitted by the Contractor, in lieu of Performance Security

/ Security Deposit shall be extended in pursuant to the relevant clause taking into consideration the period of extension.

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

**4.5.6.5** In all cases where the Service Provider has been levied a cumulative penalty of 5 percent of the total contract value, extension beyond the initial Contract period shall not be considered. However, this shall not be applicable for extension granted on account of hindrances.

#### **4.6 QUALITY ASSURANCE**

Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to Contractor. Contractor shall adopt prudent industrial practices to avoid mixture of foreign materials like stones and metallic objects during mining of Coal and take measures to the satisfaction of ECL to ensure that to the extent possible no stones or foreign material extraneous to Coal shall be delivered.

Contractor is responsible to produce **(-)50mm size** of coal.

#### **4.7 MEASUREMENT AND PAYMENT**

**4.7.1** Before execution of work, the area from where coal / coal-measure-strata are to be extracted by Contractor shall be properly demarcated and a plan thereof shall be prepared maintained and kept up-to-date at weekly intervals. During course of execution, measurement shall be taken at weekly intervals (if necessary at closer intervals) and the measurement shall be plotted on the same plan. Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by Contractor or his authorized representative. At the end of every measurement period, wherever possible the in-situ volume thus excavated and removed by Contractor, will be calculated. In case the quantity of coal produced is to be decided on the basis of survey, the specific gravity of coal shall be determined on the basis of joint sampling of coal.

**4.7.2** Measurement of coal will be in metric tonne. Net weight of coal will be derived from weighment readings of the belt weightometer(s) installed below ground, which will be provided by ECL. The belt weightometer(s) shall be calibrated and stamped as per the schedule specified by the Department of weights & measures of the State in which the mine is located. Wherever possible, it would be cross checked by underground survey. In case of panel extraction, cross checking by underground survey will be done, if feasible. In case of breakdown of belt weightometer(s), measurement by underground survey of face advance will be adopted. Calibration of belt weightometer(s) and measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative. Before taking up calibration of weightometer(s) or measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the Contractor to attend or to send his representative to attend the calibration / measurement. Every calibration / measurement thus taken shall be signed and dated by both the parties on the site on completion of the calibration / measurement. In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the calibration / measurement after receiving the intimation, the calibration / measurement taken by the Engineer-in-Charge or by his authorized representative shall be taken to be the correct measurement.

**4.7.3** ECL and Contractor shall conduct a joint survey to determine the progress of the works at the end of each calendar month. This measurement shall be completed by the 5th day of the following month and summarized by Contractor and documented as 'Progress Certificate' to be delivered to ECL.

**4.7.4 Payment on Account** - Contractor shall submit monthly bill/bills for the work carried out in accordance with Contract. The engineer-in-charge shall then arrange for verification of the bill/bills and payment of verified amount after adjustment, if any, within 30 days of bill submitted by Contractor. Payment on account shall be made on the Engineer-in-charge certifying the sum to which Contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the Retention Money, electricity charges and such other amounts as may be deductible or recoverable in terms of the contract.

**4.7.5** The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of Contractor are the subject matter of dispute or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from Contractor claim under any other contract with the company or from Contractor's security deposit or Contractor shall pay the amount of overpayment on demand.

**4.7.6** 2% of the gross amount of each bill with applicable cess will be recovered on account of income tax which would be paid to the Income Tax Authority as per rules and ECL shall furnish TDS certificates to Contractor promptly for such deduction.

#### **4.8 TERMINATION, SUSPENSION, CANCELLATION & FORE CLOSURE OF CONTRACT**

**4.8.1** The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if Contractor

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

Or

b) Commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

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

Or

d) Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a written notice, cancel the whole contract or portion of it in default

Or

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

**4.8.2** The contract shall stand terminated under the following circumstances:

- a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the Contractor being a Company, its affairs are under liquidation either by a resolution passed by the Company or by an order of Court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the Company, if any.
- c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. on the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

**4.8.3** On cancellation of the contract or on termination of Contract, the Engineer-in-charge shall have powers to

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

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

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

Or

- (ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on

the date, when notice in writing for termination of work was issued to the Contractor.

It is being clarified that the above liability is over and above the penalties payable by the Contractor on account of shortfall in quantities as per provision of Clause 4.14.1.

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 4.8.2 (d).

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

#### **4.8.5 Foreclosure of contract in full or in part -**

If at any time after acceptance of the bid, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

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

### **4.9 LIABILITY FOR ACCIDENTS AND DAMAGES**

**4.9.1** The Company will not be responsible for any accident during work to any workman / staff or anyone who is assigned job by Contractor under the contract. Company shall have no responsibility/ liability whatsoever for compensation payment in case of such accident. Contractor shall be responsible for loss or damage to their equipment etc. during entire Contract period.

**4.9.2** The contractor shall take adequate Insurance coverage (ref. Clause 4.17) for payment of any compensation to any workmen / staff of contractor or of ECL if the said workman / staff /

officers of either contractor or ECL dies or suffers an injury from any accident arising during the course of operation of the continuous miner.

#### **4.10 FORCE MAJEURE**

**4.10.1** Should Force Majeure prevent or hinder the execution by either party of any of its obligations under this Contract, then the parties so affected shall be excused performance of its obligations for so long as such performance is thereby prevented or delayed. Both parties shall make every reasonable effort to minimize the effects of Force Majeure upon the Contract as far as possible.

**4.10.2** The affected party shall notify the other by fax immediately but not later than 72 hrs from the time of occurrence of Force Majeure and confirm forthwith thereafter by registered letter enclosing therein reasonable evidence. Should the effect of Force Majeure last more than ninety (90) consecutive days, the parties to the Contract shall settle further execution of the Contract in an amicable way and arrive at an agreement within a reasonable time limit.

**4.10.3** For the purposes hereof "Force Majeure" shall mean and include Acts of God, War, Hostilities, Riot, Civil War, Insurrection or Civil Commotion, Malicious Damage, Blockades, Embargoes, Strikes and Lockouts, Sabotage, Explosions, Government Actions or non-actions, Earthquake, Flood, Fire or other natural physical disaster, Plague or other epidemic, extraordinary thinning of coal seam, major geological disturbance, which is beyond the control of the party claiming force majeure which prevent or hinder the carrying out of obligations under Contract. Regarding major geological disturbance the opinion of ECL will be the final.

#### **4.11. A) SETTLEMENT OF DISPUTES**

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

All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".

The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

#### **Excepted Matters**

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

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
  - a. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
  - b. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
  - c. Purchase preference policies regarding MSEs and Start-ups.

**4.11.B) Settlement of Disputes with the Contractor**

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

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

The dispute is to be resolved as per following stages:

**In first stage** dispute shall be referred as given below:

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

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

failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation

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

### **Adjudication**

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

**NOTE:** If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

### **Mediation**

**(i)** Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

**(ii) The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.

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

1. Company, may where they consider appropriate, e.g. in high-value matters (where

amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

- i. A retired judge.
  - ii. A retired high-ranking officer and/ or technical expert.
2. In cases where a HLC is constituted, the Company may either
- i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
  - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
  - iii. use the HLC itself as the mediator.
3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
5. Mediation agreements need not be routinely or automatically included in procurement contracts/ tenders. The absence of a mediation agreement in the contract does not preclude pre-litigation mediation. Such a clause may be incorporated where it is consciously decided to do so.
6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

**(iv) Appointment of Mediator(s):**

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

**(v) Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the

subsidiary / CIL where the contract has been executed.

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

**(vi) The Process:**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.

3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—

i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;

ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;

iii. documents prepared solely for the conduct of mediation or in relation thereto;

iv. any other mediation communication.

v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

**(vii) Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non- settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

**(viii) Mediated Settlement Agreement (MSA):**

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the

prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

#### **4.12 SUB-CONTRACTING**

##### **No Sub-Contracting Without Permission**

The Contractor must not sub-contract its obligations under this Agreement without the prior written approval of ECL. Any approval to sub-contract given by ECL in accordance with this Clause shall not discharge the Contractor from any liability under the Agreement and Contractor remains subject to all of its obligations under the Agreement. The Contractor must ensure any sub-Contractor so approved by ECL observes all the provisions of the Agreement as if the sub-Contractor is also a party to this Agreement.

#### **4.13 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against Contractor or relieve Contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of Contractor against the owner.

#### **4.14 COMMITMENT TOWARDS MINIMUM GUARANTEED PRODUCTION**

Contractor would guarantee to produce the minimum guaranteed production of coal from the

mining districts and delivery the same on the Gate belt.

#### 4.14.1 Commitment Charges:

In case, the Contractor fails to meet the agreed annual guaranteed production, he will pay commitment charges as indicated below:

Actual Production in % of Annual Minimum Guaranteed production	Penalty to be Deducted
From <100% to 85%	@10% of price per tonne charged on the difference of production from minimum guaranteed production of that production year.
From < 85% to 70%	Amount calculated in above penalty (for <100% to 85%) plus 20% of price per tonne charged on the difference of production from 85% of minimum guaranteed production of that production year
Less than 70%	Amount calculated in above penalty (for <85% to 70%) plus 30% of price per tonne charged on the difference of production from 70% of minimum guaranteed production of that production year

**4.14.2** Payment of coal production during commercial production period will be made monthly. The rate applicable for the production achieved prior to commencement of 1st APP, if any, shall be the rate applicable for 1st APP. The interim adjustment for **penalty** will be done quarterly and the final adjustment will be made on the basis of coal production in that particular production year.

**Production achieved (if any) before start of the 1<sup>st</sup> APP, shall not be accounted for minimum guaranteed production of the whole contract or Individual APP Targets.**

#### 4.15 DGMS APPROVAL

**4.15.1** All equipment/goods requiring permission under the law and to be supplied under the Contract must be approved by the Director General of Mines Safety (DGMS), Dhanbad, India for use in gassy coal mines. Approval has to be obtained by Contractor at his own expense.

**4.15.2** DGMS approval for deployment of Continuous Miner Package (approved by DGMS) in the Underground mine for development & depillaring would be obtained by ECL with the help of Contractor. ECL would put up application and Contractor will provide all necessary assistance to ECL for obtaining DGMS approval.

**4.15.3** Deployment of the equipment shall be made by Contractor, only after obtaining the approval of concerned equipment and Technology from DGMS.

#### 4.16 APPLICABLE LAWS

**4.16.1** The contract shall be governed by the laws of India being in force for the time being. The Contractor shall be governed by any applicable National, Municipal, Local or other law and any requirement or regulations of any Indian Governmental Authority or Agency in connection with the performance of the work.

**4.16.2** The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including specially, Mine Safety Regulations of India. The Contractor shall be well acquainted with all such laws applicable in connection with the performance of the contract and diligently observe and comply with all such laws.

**4.16.3** ECL shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

#### **4.17 INSURANCE**

**4.17.1** The Contractor shall carry and keep current during the Term of this Agreement adequate insurance coverage for the Contractor's employees, the coal mining, handling & transportation facilities, the contracted facilities and equipment, Third Party Liability policies and Motor vehicle insurance covering own damage, Third Party Property damage and Third Party Personal Injury insurance to the satisfaction of ECL. The Contractor shall upon request of ECL, furnish ECL with particulars of the insurance policies procured by the Contractor for the purpose of the Works.

**4.17.2** The Contractor shall indemnify ECL against any losses as above that may result due to lack of required insurance cover.

The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

**a.** The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

**b.** The contractor shall pay directly the ex-gratia amount of Rs. 25 Lakhs to the same dependent as per the terms of contract or through insurance company by availing Group personal accident insurance policy for all its workers before commencement of the contract which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of Rs. 25.00 Lakhs in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex gratia amount shall lie exclusively with the contractor.

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

**c.** The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the

contractor and it shall be deemed to have been included in the quoted rate.

**d.** In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

e. The contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

#### **4.18 ACCESS TO SITE AND WORKS ON SITE**

**4.18.1** Suitable access to and possession of the site shall be accorded to Contractor by the owner in reasonable time.

**4.18.2** In the execution of the works, no persons other than Contractor or his duly appointed representative and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

**4.18.3** Contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorised representative shall be communicated to the said authorised resident representing Contractor and the same shall be deemed to have been communicated to Contractor at his legal address.

#### **4.19 COMPLETION CERTIFICATE**

On completion of the contract period and notifying the same by Contractor to the Engineer-in-Charge, the Contract Completion Certificate shall be issued by the Engineer-in-charge. Payment of final bill shall be made thereafter and refund of security deposit shall, however, be made as per relevant clause of the contract.

#### **4.20 SPECIAL TERMS AND CONDITIONS / OBLIGATIONS OF CONTRACTOR**

**4.20.1** Contractor, before starting the work, shall furnish to the Engineer in charge the list of equipment, proposed to be deployed for the work. No equipment shall be deployed for the work without the approval of the Company.

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

**4.20.3** Contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept for the purpose, which shall be readily available for inspection whenever required.

**4.20.4** Only experienced, skilled and disciplined worker of sound health, good behaviour and antecedents having experience shall be deployed by Contractor to operate the equipment deployed for the work.

**4.20.5 Contractor shall bring/take back and arrange for the transportation of the equipments / men (both contractor and ECL)** and material required for the work at his own cost. However, the existing facilities available in the mine may be used by Contractor with the permission of the Engineer.

**4.20.6** The work may be executed round the clock on all the days of week, if required or as directed by the Engineer in charge and Contractor shall be obliged to comply with the same.

**4.20.7** Contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipment required/ deployed for the work. The company shall have no liability whatsoever on this account.

**4.20.8** Contractor shall maintain proper records in English/ Hindi of the equipment/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.

**4.20.9** The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Contractor's equipment in the transit or while engaged in the work.

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

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

**4.20.12** Contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

**4.20.13** Contractor shall not engage any person less than 18 years of age or female as required by relevant law.

**4.20.14** The Contractor will be responsible for observing applicable law including all the rules regulations and statutes under Indian Law. Further, all safety requirements contained in applicable law including in notifications and circulars issued by DGMS from time to time shall be followed. Further the Contractor shall ensure that the appointment / employment of all the persons shall be in strict compliance with the Mines Act and all rules and regulations made under it.

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

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns.

The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

The contractor's workmen shall be paid through Bank.

**4.20.15** Contractor shall make payment to his employees at the place (s) and manner specified by the Engineer in charge and in the presence of Company's authorized representative who shall duly witness all payments by Contractor to his employees. For this purpose Contractor shall notify to the Engineer in charge the wage period (s) day/ date and time of payment.

**4.20.16** Contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer in charge.

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

**4.20.18** Contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard.

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

**4.20.20** Contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost. However, ECL shall provide their existing vocational training centre for undergoing the said training free of cost.

**4.20.21** Contractor shall provide footwear, helmets and other protective equipment, to his employees as provided in law at his own cost.

**4.20.22** Initial Medical Examination (**IME**) of all contractual mining workers is mandatory and an amount as per prevailing rate shall be charged towards conducting IME for each worker, which shall be recovered from the bills of Contractor.

**4.20.23** Payment to Contractor will be done through Electronic mode. For this the desired information are to be furnished by the bidder after becoming successful.

**4.20.24** The Contractor shall keep Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Contractor and / or its men and agents.

**4.20.25** Bonus is to be paid to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act, 1965.

In addition, within a period of 30 days from the date of issuance of LOA, the contractor will register in the Contract Labour Payment Management Portal (CLPMP) of CIL and will enter & periodically update the following details in the portal:

- a) The contractor's registration details
- b) LOA/Work Order details

The contractor will enter and update contractor workers details and wages payment details in respect of each work order.

**4.20.26**

**E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

**4.20.27**

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

## SECTION - 5

### TECHNICAL DOCUMENT JHANJRA CONTINUOUS MINER ( 1 Set )

#### 5.0 GENERAL INFORMATION

NAME OF THE MINE	:JHANJRA UG MINE
NAME OF THE AREA	:JHANJRA
NAME OF THE COALFIELD	:RANIGANJ
NAME OF THE COMPANY	:EASTERN COALFIELDS LTD.
AREA OF THE MINE	:Jhanjra UG Mine having area 1568Ha .

#### PREAMBLE

Eastern Coalfields Limited (ECL), a Subsidiary of Coal India Limited (CIL) produced about 52.035 Million tonnes of coal during 2024- 25. About 8.475 Million tonnes is produced from Underground (UG) mines and balance from Opencast (OC) mines. ECL has planned to enhance its underground production to the tune of 20 Million tonnes by the end of (2025-26). To increase UG production, ECL proposes to introduce mass production technology in underground mines by adoption of Continuous Miner Technology.

#### OBJECTIVE

The objective is to achieve an average annual production of **0.51 Million Tonne of coal from one set of Continuous Miner Package from development and Depillaring in Bord & Pillar method of Working**, following stipulated safety standards as per provisions under The Mines Act 1952 and The Mines Rules, 1955 , Regulations (CMR 2017)/guidelines made there-under and subsequently its adoption and absorption.

It is proposed to work from R-VI and RV seam seam for a period of 5 years at Sector A & F of Main Industrial Complex Unit of Jhanjra Project Colliery Mine, Jhanjra area by deploying Continuous Miner package.

Details of production target are given in the Table given below:

**Table-1**

Seam	Extractable Reserves in MT*	Y1	Y 2	Y 3	Y 4	Y 5
R-V	2.55 MT for CM B&P working (R-6 and R5 Extractable Reserve of 3.08 MTe) out of which 2.55 MT is considered in this proposal	0.51	0.51	0.51	0.51	0.51
<b>Total</b>	<b>2.55 MT</b>	0.51	0.51	0.51	0.51	0.51

**Present Mine status:**

**Mine Entries:**

Details of the existing entries are as follows in Table no.2:

**Table no: 2**

Particulars	Dimension	Type of X-section	Length /Depth	Gradient	Up to Seam	Purpose
MIC(INC-1)	3.5m x 6.5m	Arched	1249m	1 in 4.7	R5	Intake / Coal Transport
MIC(INC-2)	3.6m x 4.8m	Rectangular	1140m	1 in 4.7	In between R5 & R6	Intake / Man/Material Transport
INC-3	2.6m x 4.0m	Rectangular	120m	1 in 4.5	R-7A	Intake / Coal Transport
INC-4	2.6m x 4.0m	Rectangular	120m	1 in 4.5	R-7A	Intake / Man/Material Transport
Shaft -A	6.5m dia	Circular	283m	Vertical	R-4	Intake / Man/Material Transport
Shaft-B	5.5m dia	Circular	285m	Vertical	R-4	Return
Shaft-C	5.5m dia	Circular	180.52 m	Vertical	R-4	Return
Shaft-D	5.5m dia	Circular	266m	Vertical	R-5	Intake
Shaft-E	5.5m dia	Circular	175m	Vertical	R-6	Return
Shaft-G	5.5m dia	Circular	35m	Vertical	Under Construction	
Air Shaft at 3 & 4 Inc	4.0m dia	Circular	28.15m	Vertical	R-7	Return

**Proposed Mine Entries: Table 3**

Location	Incline / Shaft	Dimension	Length /Depth	Gradient	Up to Seam	Purpose
At 3 & 4 Unit	Incline-5	5.5m x 3.0m	354m	1 in 6	R-7A	Intake / Man/Material Transport
At MIC	MIC (INC-3)	5.5m x 3.0m	1550m	1 in 5	R2	Intake / Coal Transport
Shaft-F	Vertical	6.0m dia	460m	Vertical	R-2	Return

**Details of entries proposed to be used in this report are as follows :**

Jhanjra UG mine consists of two units i.e. Main Industrial Complex unit and 3&4 Incline unit. Present report envisages deployment of 4 (Four) nos. of Standard Height Continuous Miner in MIC Unit of Jhanjra UG mine. Proposed entries for the project are as follows in Table no.3:

**Table 4**

S. N.	Mine Entry ( Incline/ shaft no./ name)	Purpose & mode of transport / ventilation
1	Incline 1	Intake, coal transport
2	Incline 2	Intake, Man & Material Transport
3	Incline 3	Intake, Man & Material Transport
4	Shaft A	Ventilation Down cast
5	Shaft D	Ventilation Down cast
6	Shaft B and C	Ventilation Up cast
7	3 nos. of Drifts from	2 Intake and 1 Return

	R-VI to R-V seam	1 Material Transport, 1 Coal Transport
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### **Proposed Method of Mining:**

Bord and Pillar method of mining with 1 no of Continuous Miner in the seams considered for 5 APPs of operation, to work at R-VI & R-V Seam in Sector A and Sector F.

### **Status of Mining**

Jhanjra Project colliery consists of two units i.e. MIC unit and 3 & 4 Incline Unit.

#### **(a) 3 & 4 Incline Unit :**

RVII and RVIIA is being liquidated from 3&4 Incline Unit. A total of 23 Longwall Panels has been extracted. The remaining portion of R-VII and R-VIIA seam has been developed with B & P system of mining and depillared with caving in this unit. Sector D & E is virgin in which the project to be liquidated by 2 nos. of LHCM. Small area is standing on pillars and at present and waterlogged. R-VIII seam will be worked from this unit and is virgin. Sector D & E of R-VIII seam is extractable the rest of the portion is unviable. A contract agreement is signed with M/s Gainwell Commosales Pvt. Ltd. (Erstwhile Tractors India Pvt. Ltd.) for Introduction of 2 nos. of LHCM at Sector A and F of R-VII and R-VII A seam. The same is under liquidation for 9 Production years of 6.06 MT. At present more than 0.72 MT is being achieved from the unit. ~~Another LOA has been issued to M/s JMS Mining Pvt. Ltd. for liquidation of Sector D and E with additional 2 nos. of Low Height CM for 8 (Eight) Production years with Total of 4.51 MTe.~~

#### **(b) Main Industrial Complex Unit :**

In this unit, R-VI and R-V seam is being worked upon. Longwall Package is deployed at Sector A of the Jhanjra Block. 2 nos. of Standard Height Continuous Miners are operational at Sector C and D of R-VI seam. We are in contract on Operation and Maintenance Basis with M/s JMS Mining Pvt. Ltd. and M/s Resurgent-Gainwell JV for Supervision, Operation, Maintenance and Supply of Spares for Package 1 and Package 2 respectively. Another 02 nos Standard Height CM package in hiring basis deployed by M./s Gainwell Commosales Pvt. Ltd is in operation at RV seam of MIC Unit. Major area of this seam has been depillared with caving. At present, R-V seam is being extracted through this unit. Present production from this unit is around 3.2 MT. After exhaustion of R-VI seam, CM1 will be shifted to R-V seam. Eventually Longwall Technology is also proposed in Sector A of R-V seam

## **5.1 LOCATION**

### **5.1.1 LOCATION**

Jhanjra Block is located in the north eastern side of Raniganj Coalfield. It lies between Latitude 23°38'22" to 23°41'41"N and Longitude 87°16'42" to 87°20'55"E. Shyamsundarpur Tilaboni and Kumardih UG collieries are located fairly close to the western boundary while Samla-Mandarboni UG and Nakrakonda collieries are located towards north. Rangamati A block lies to the east of the block.

### **5.1.2 Area of the Project in sq.km**

Area of the project is 1568.07 Ha after recent boundary adjustment of 30 Ha. Area of the Mine is 1428.47 Ha.

### **5.1.3 Limiting boundaries of the mine**

#### **Mine Boundary**

North : - Southern boundary of Manderboni and Rangamati A Blocks  
South : - Northern boundary of Tilaboni Blocks  
East : - The Western boundary of Jagannathpur –A and Kunur Blocks  
West : - Eastern boundary of NarkakondaPurushottampurKumardih

#### **ACCESSIBILITY:**

The block is connected by a metalled (PWD) road passing through the middle of the block and connects the Grand Trunk Road with Ukhra and Madhaiganj . G.T. Road (NH-2) is about 15km to the south of the block. The project is about 30km north-west of Durgapur Industrial Complex and 50km from Asansol. It is about 5 km from Ukhra Railway station on Andal- Sainthia line of the Eastern Railway

### **5.2 TOPOGRAPHY AND DRAINAGE**

The area is a plain country with gently undulating topography. The elevation from the Mean sea level varies from about 75m to about 103m. The higher grounds are generally occupied by laterite while the lower grounds are covered by soil or alluvium. A number of ponds (tanks) are scattered over the area. The Tumni Nala (stream) is the main drainage channel of the area and flows from west to east at a distance of about one kilometre from northern boundary of the block. A number of the small nallas discharge into Tumni nallas. These rivulets and Tumni nallas remain dry during summer months. Damodar and Ajoy are major rivers to south and north respectively.

#### **Climate:**

The Area is situated on the Tropic of Cancer and has tropical monsoon climate. The hottest months are April, May & June when the temperature reaches 46°C with daily average of about 37°C. The coldest months are December and January when average daily temperature falls to 8°C. The average annual precipitation (vide various sources) is 1500mm. The monsoon period lasts from June to October.

### **5.3 GEOLOGY**

Raniganj coalfield is the easternmost member of the Damodar Valley Coalfields which occupies an area of 1900 sq. km. Major part of the coalfield falls in the districts of Burdwan and a small part in Birbhum, Bankura and Purulia districts in West Bengal, Dhanbad and Santhal Pargana districts in Jharkhand. It is bounded in the northwest and south by the Achaean. Its extension towards east is covered by soil, alluvium and laterites. There is unconformity between Tertiary and Raniganj formation. The entire Gondwana sediment in the Raniganj basin is gradually thinning towards east. The stratigraphic sequence of Raniganj Coalfield is reproduced below:

#### **5.3.1 Drilling details.**

Density of boreholes in the Jhanjra block has been calculated are shown in below table.

**Table-5: Seam-wise Borehole Density (Jhanjra Block)**

Name of Seam	Borehole Intersection (Nos.)	Area (sq.km)	Borehole density
R-IX(T)	13	Geological assessment not done	
R-IX(B)	18		
R-VIII(T)	37		
R-VIII(B)	37	2.44	15.16
R-VIII(Comb.)	40	1.64	24.39
R-VII(T)	34		
R-VII(B)	37	2.61	14.17
R-VII(Comb.)	62	3.38	18.34
R-VIIA	85	6.86	12.39
R-VIIB	58	0.50	12.39
R-VIIA/B (Comb.)	5	0.24	20.83
R-VIIC	61	Geological assessment not done	
R-VI	58		
R-V	32	7.37	4.34
R-IV	31	7.16	4.33
R-III	26	7.07	3.67
R-II	24	6.95	3.45
R-III/II(Comb.)	1	0.37	2.70

### 5.3.2 Geology of the Mining Block:

The area in and around the Jhanjra block is topped by monotonous alluvium/soil followed by coal bearing Raniganj formation the maximum thickness of which is over 454.71m. Talchir rocks have not been encountered in any of the boreholes. However, the geological sequence of the area established mainly from the surface and sub-surface data based on the regional trend is as follows:

Age	Formation	Lithology
Recent & Quaternary	Surficial Cover deposit	Alluvium / Residual soil / Latertic capping
Late Permian	Damuda Group	Raniganj Formation Sandstone of variegated grain size, argillaceous sandstone, shale, carbonaceous shale and coal seams
Middle Permian		Barren Measures Formation Dark grey shale with ironstone band at places

**TABLE-6: Stratigraphic Sequence in the Block**

### 5.3.3 Dip & Strike:

The featureless rolling topography and a moderately thick cover of soil, alluvium and laterite in and around the reported block have completely masked the surface manifestation of the structural elements. The entire structural set-up of the area, therefore, has been worked out on sub-surface data obtained through drill holes and underground mine workings of younger seams. As seen from the mine plans, the coal seams have a rolling floor. The structural interpretation, therefore, arrived at while drawing the stratum contours of each seam may differ from each other in broad details. Structurally the area is having 14 faults of varying magnitude which have been interpreted through borehole data and underground mine workings. The block exhibits a rolling strike throughout the area. The strata including coal seams show a broad NE-SW trend. The strata in general show a south-easterly dip. The general dip of the strata varies from 2<sup>o</sup>-4<sup>o</sup> in southern, central & north-western part. The dip of the strata varies from 4o-6o in north-eastern part.

Five composite coal seams R8, R7, R7AB, R54& R32 were splitted.

### 5.3.4 Coal seams:

The generalized sequence and thickness of existing coal seams and intervening partings in descending order are shown in the table below:

**Table-07,08 & 09**

Coal Seam / Parting	Nos. of Bhs intersection (Full section)	Thickness Range (m)		Generalized thickness Range (m)	
		Minimum	Maximum	Minimum	Maximum
R9T	19	0.69 (RMT031)	2.60 (RMT053)	1.5	2
Parting		1.71 (RMT031)	9.85 (RMT042)		
R9B	24	0.59 (JNP137)	2.46 (JNP119)	1	2
Parting		72.36 (RMT031)	84.77 (JNRCM005)		
R8	75	0.50 (JNP132)	3.98 (JNR/II030)		
Parting with R9B		68.46 (JNP122)	98.43 (NCRJ015)		
R8T	39	0.21 (JNR/II007)	1.60 (JNP120)	0.8	1.2
Parting		0.58 (JNR/II019)	4.86 (JNP120)		
R8B	39	0.32 (JNP122)	2.96 (JNRCM006)	1	2
Parting with R8		26.35 (JNP026)	52.82 (JNP127)		
Parting with R8B		43.15 (JNR/II019)	48.09 (JNRCM006)		
R7	112	0.20 (JNR018)	4.24 (JNR024)	3	3.5
Parting with R8		30.48 (JNP023)	47.35 (JNR/II009)		
Parting with R8B		32.67 (JNP125)	50.29 (NCRJ021)		
R7T	58	0.07 (JNP136)	1.17 (JNP124)	0.2	0.6
Parting		0.83 (JNR/II003)	9.60 (NCRJ015)		
R7B	62	1.15 (JNR/II009)	2.39 (JNP073,125)	1.6	2.3

Parting with R7		40.70 (JNR031)	47.55 (JNR024)		
R7AB	8	2.90 (JNR/II014)	5.30 (NK-DD/009)	4	5
Parting with R7		12.19 (JNP065)	41.90 (JNR006)		
Parting with R7B		18.80 (RMT006)	49.40 (JNP124)		
R7-A	174	0.05 (JNP130)	4.19 (JNR009)	1.5	2
Parting		1.09 (NCRJ004)	36.47 (NCRJ007)		
R7-B	115	0.05 (JNP072)	2.69 (NCRJ004)	0.2	0.6
Parting with R7AB		11.30 (JNP083)	20.20 (JNR024)		
Parting with R7-B		5.82 (JNR/II025)	29.52 (JNP040)		

R7-C	129	0.07 (JNP008)	1.97 (JNRCM008)	0.2	1.5
Parting		13.86 (JNP021)	54.15 (JNR036)		
R6	131	1.55 (JNRHYD002)	5.86 (JNR/II014)	3	5
Parting		40.25 (JNR003)	60.1 (JNR009)		
R54	14	13.47 (JNR/II013)	17.76 (NCRJ014)	16	17
Parting with R6		7.99 (RMT042)	46.40 (NCRJ008)		
R5	60	2.36 (NCRJ022)	7.15 (RE006)	3.5	6
Parting		1.03 (JNR004)	48.34 (JNP021)		
R4	49	2.05 (RMT011)	9.55 (JNR011)	4	7
Parting		33.79 (JNR007)	62.40 (0600MA017)		
R32	25	1.60 (JNR/II001)	5.74 (JNP033)	5	5.5
Parting with R54		27.47 (JNR024)	36.25 (JNR/II014)		
Parting with R4		26.72 (NCRJ018)	44.65 (NCRJ023)		
R3	28	1.80 (JNR3001)	4.68 (NCRJ007)	2.5	4
Parting		1.82 (NCRJ023)	35.10 (NCRJ015)		
R2	26	1.05 (JNR018)	3.02 (NCRJ015)	1.5	2

### 5.3.5 Geo-Mining Parameters

The existence of 9 composite coal seams of Raniganj Formation namely seam R9T, R9B, R8, R7, R7AB, R7-C, R6, R54 & R32, in descending order have been proved in the Jhanjra block of Raniganj Coalfield, which are subsequently splitted into 14 seams namely R9T, R9B, R8T, R8B, R7T, R7B, R7-A, R7-B, R7-C, R6, R5, R4, R3 & R2 in the south and south western part of the block. All seams except R7T have been found to attain workable thickness in the block. All the coal seams are thick seams but attain workable thickness. The seams R9T, R9B, R8, R7, R7-A, R7-B, R7-C in crop within the block under documentation.

The coal seams are mainly composed of coal and shaly coal with thin bands of carbonaceous shale bands at places. The coal is generally dull in appearance, high in moisture, low in sulphur (< 1.00%) and low in rank i.e. non-coking type

### 5.4 Coal Quality

**Table-10: Coal Gade and their Seam – Wise Quantity**

S.N	GRADE	R8	R7 / R7B	R7A	R6	R5/R54	R4	R3	R2 / R32	Total
1	G4	0	0	0	0	0.168	1.007	0	0.889	2.064
2	G5	0	0	0.222	4.967	45.667	38.811	12.197	28.889	130.753
3	G6	0.298	0	1.839	51.68	37.744	30.034	15.158	23.235	159.988
4	G7	5.719	0.59	17.272	6.922	26.466	8.947	3.497	1.162	70.575
5	G8	8.62	3.195	6.618	0.166	1.332	1.669	0	0.166	21.766
6	G9	4.13	9.211	0.255	0	0.126	0	0		13.722
7	G10	2.424	9.289	0	0	0	0	0		11.713
8	G11	0.177	2.184	0	0	0	0	0		2.361
9	G12	0	0.203	0	0	0	0	0		0.203
<b>Total</b>		<b>21.368</b>	<b>24.672</b>	<b>26.206</b>	<b>63.735</b>	<b>111.503</b>	<b>80.468</b>	<b>30.852</b>	<b>54.341</b>	<b>413.145</b>
Weighted Average GCV		5005	4630	5295	5639	5694	5756	5735	5811	
Weighted Average Grade		<b>G-8</b>	<b>G-9</b>	<b>G-7</b>	<b>G-6</b>	<b>G-6</b>	<b>G-6</b>	<b>G-6</b>	<b>G-5</b>	

## 5.5 Block boundary of geological Block under consideration

North : - Southern boundary of Manderboni and Rangamati A Blocks  
 South : - Northern boundary of Tilaboni Blocks  
 East : - The Western boundary of Jagannathpur –A and Kunur Blocks  
 West : - Eastern boundary of NarkakondaPurushottampurKumardih

## 5.6 Faults

The block has been affected by 14 Nos. of faults of varying magnitude and direction. The faults generally have NW-SE trend. Few have NE-SW trends.

Table- 11:

Sl	Fault No.	Dip amount & Direction	Throw, Trend & Extent	Evidences
1	F1	70° towards South-West	90m to 70m to 110m SE to NW Length – 4.5Km	R8T & R8B missing in JNP121 R7 & R7B2 missing in JNP083 R7-A, R7-B, R7-C & R6 missing in NCRJ014 R5 & R4 missing in TLB001 Floor differences
2	F2**	70° towards North-West	30m NE to SW Extent – 25m	Floor differences only **This fault originates from F1, almost southern boundary of the block and continued to further south. This fault is considered for model preparation only.
3	F3	70° towards South-West	110m to 0m SE to NW Length – 2Km	R7-A, R7-B, R7-C, R6 & R5 missing in JNP033 R7-B & R7-C missing in JNP111/018 Floor differences Mine Working
4	F4	70° towards South-West	30m to 0m SE to NW Length – 1Km	R7-B missing in JNP021 Reduction in parting between R7 & R7-A in JNP065 R7-A missing in JNP030 Reduction in parting between R7-B & R7-C in JNP051 Floor differences Mine Working
5	F5	70° towards South-West	80m to 0m SE to NW Length – 1.5Km	R7-A, R7-B & R7-C missing in RMT042 Floor differences
6	F6	70° towards South-West	50m to 0m SE to NW Length – 1Km	Floor differences
7	F7	70° towards South-West	0m to 10m to 5m SE to NW Length – 0.7Km	Floor differences only
8	F8	70° towards South-West	0m to 20m SE to NW Length – 0.5Km	Floor differences only
9	F9	70° towards North-East	0m to 20m to 5m SE to NW Length – 1.7Km	Reduction in parting between R4 & R32 in NCRJ022 Floor differences Mine Working
10	F10	70° towards North-West	30 m to 0m NE to SW Length – 1Km	R7-C & R6 missing in JNP058 Floor differences
11	F11	75° towards South-East	0m to 15m to 0m NE to SW Length – 0.7Km	Floor differences only
12	F12	75° towards North-West	0m to 10m to 0m NE to SW Length – 0.8Km	R6 missing in NCRJ018 Floor differences
13	F13	70° towards North-East	0m to 5m to 0m NW to SE Length – 0.6Km	Mine Working Reduction in parting between R6 & R54 in JNR3001
14	F14	70° towards South-East	0m to 3m to 0m NE to SW Length – 0.2Km	Mine Working Reduction in parting between R7-C & R6 in JNP013

Apart from the fourteen faults described above, possibility of additional minor faults, particularly in the vicinity of major faults cannot be ruled out.

## **5.7 Description of individual coal seams of the Area**

### **SEAM R9T**

A total of 4.372 mt of net proved reserves have been estimated for the seam in an area of 1.67 sq.km, which contribute about 1% of the total reserves of the block.

### **SEAM R9B**

Seam R9B has a net proved reserve of 2.807 mt in an area of 1.29 sq.km, which makes about 0.6% of total reserves of the block.

### **SEAM R8**

Seam R8 contributes 12.913 mt net proved reserves in an area of 3.82 sq.km, which makes about 3% of the total reserves of the block.

### **SEAM R8T**

Seam R8T contributes 2.91 mt net proved reserves in an area of 1.96 sq.km, which makes about 0.7% of the total reserves of the block.

### **SEAM R8B**

Seam R8B contributes 5.545 mt net proved reserves in an area of 2.5 sq.km, which makes about 1.3% of the total reserves of the block.

### **SEAM R7**

Seam R7 contributes 13.62 mt balance net proved reserve in an area of 6.25 sq.km, which makes about 3.1% of the total reserves of the block.

### **SEAM R7B**

Seam R7B contributes 11.052 mt balance net proved reserves in an area of 4.41 sq.km, which makes about 2.5% of the total reserves of the block.

### **SEAM R7AB**

Seam R7AB contributes 1.422 mt balance net proved reserves in an area of 0.48 sq.km, which makes about 0.3% of the total reserves of the block.

### **SEAM R7-A**

Seam R7-A contributes 26.206 mt balance net proved reserves in an area of 11.91 sq.km, which makes about 6% of the total reserves of the block.

### **SEAM R7-B**

Seam R7-B contributes 2.202 mt net proved reserves in an area of 1.11 sq.km, which makes about 0.5% of the total reserves of the block.

### **SEAM R7-C**

Seam R7-C contributes 9.717 mt net proved reserves in an area of 5.45 sq.km, which makes about 2.2% of the total reserves of the block.

**SEAM R6**

Seam R6 contributes 63.735 mt balance net proved reserves in the entire area of 13.1 sq.km, which makes about 14.7% of the total reserves of the block.

**SEAM R54**

Seam R54 contributes 47.737 mt net proved reserves in an area of 2.52 sq.km, which makes about 11% of the total reserves of the block.

**SEAM R5**

Seam R5 contributes 63.766 mt net proved reserves in an area of 10.58 sq.km, which makes about 14.7% of the total reserves of the block.

**SEAM R4**

Seam R4 contributes 80.468 mt net proved reserves in an area of 10.58 sq.km, which makes about 18.6% of the total reserves of the block.

**SEAM R32**

Seam R32 contributes 37.617 mt net proved reserves in an area of 5.78 sq.km, which makes about 8.7% of the total reserves of the block.

**SEAM R3**

Seam R3 contributes 30.852 mt net proved reserves in an area of 7.32 sq.km, which makes about 7.1% of the total reserves of the block.

**SEAM R2**

Seam R2 contributes 16.724 mt net proved reserves in an area of 7.32 sq.km, which makes about 3.9% of the total reserves of the block.

**Immediate roof and floor of coal seams:**

Seam wise details of roof and floor characteristics are presented in table 12.

**Table- 12**

<b>Seam</b>	<b>Roof characteristics</b>	<b>Floor characteristics</b>
R-VIII(B)	i) Dark grey shale	i) Shale and its variates
	ii) 3m column fine to medium grained sandstone	ii) 1m column: Shale and its variates
R-VIII(Comb)	i) Immediate : Dark grey shale	i) Immediate : Shale and its variates
	ii) 3m column : Fine to medium grained sandstone	ii) 1m column : Shale and its variates
R-VII(B)	i) Immediate: Shale and its variates	i) Immediate : Sandy shale and shaly sandstone
	ii) 3m column :Shaly sandstone and	ii) 1m column : Fine grained sandstone

	shale and sandstone intercalations	and sandy shale
R-VII(Comb)	i) Immediate : Shale and its variates	i) Immediate : Sandy shale and shaly sandstone
	ii) 3m column :Shaly sand stone and shale and sandstone intercalations	ii) 1m column : Fine grained sandstone and sandy shale
R-VIIA	i) Immediates: Shale and its variates	i) Immediates: Shale and its variates
	ii) 3m column : Fine to medium grained sandstone	ii) 1m column: Shaly sandstone and sandy shale
R-VIIB	i) Immediate : Fine grained sandstone	i) Immediate : Fine grained sandstone
R-VIIA/B	i) Immediates: Shale and its variates	i) Immediate : Sandstone and its variates
	ii) 3m column : Medium grained sandstone	ii) 1m column : Medium grained sandstone
R-VI	i) Immediate : Shale and its variates	i) Immediate :Shaly sandstone and grey shale
	ii) 3m column : Fine to medium grained sandstone	ii) 1m column :Shaly sandstone and fine grained sandstone
R-V	i) Immediate : Shale and its variates	i) Immediate :Shaly sandstone and grey shale
	ii) 3m column : Fine to medium grained sandstone	ii) 1m column :Shaly sandstone and fine grained sandstone
R-IV	i) Immediate : Shale and its variates	i) Immediate :Shaly sandstone and grey shale
	ii) 3m column : Fine to medium grained sandstone	ii) 1m column :Shaly sandstone and fine grained sandstone

**Description of coal seams proposed to be worked:**

**Table: 13**

Particulars	Characteristics of Seams	
	Seam R-V	
Area (sq.km.)		
Block Area	10.58	
Mining Area	6.3	
No. of Borehole intersections		
Block Area	60	
Mining Area	26	
Seam Thickness range (m)		
Block Area	3.5 – 6.0 m	
Mining Area	3.5 – 6.0 m	
Workable Thickness range (m)	3.5 – 6.0 m	

Particulars	Characteristics of Seams
	Seam R-V
Av. mining Thickness (m)	4.8 m
Seam Gradient	1 in 16
Depth of cover range (m)	
Block Area	47.32 m - 345.70 m
Mining Area	130 - 240 m
Range of Parting with surface or Upper seam	7.99 - 46.40 m (with R-VI seam)
Grade of Coal (range)	
Block Area	G6-G7
Gassiness	Deg - I
Immediate Roof	Medium to coarse grained sandstone, Intercalations, shale and sandy shale
Immediate Floor	Shale, Fine and Medium Grained Sandstone, Sandy Shale
Geological Reserves (Mt)	R-V seam
Proved	87.635
Indicated	-
Mineable Reserves (Proved) (Mt)	81.75
Extractable Reserves (Mt)	42.21
Status of mining	Virgin in the proposed area
Details of Roof RMR & Rock load	(i) Value of RMR: 45.9 (ii) Category of Roof: Fair ( class-III) (iii) Rockload( immediate roof): 3.9 te/sq m

#### Particulars of RVI seam:

Table- 14

Particulars	Characteristics of Seams Seam R-VI
Area (sq.km.)	
Block Area	13.1
Mining Area	13.1
No. of Borehole intersections	
Block Area	131
Mining Area	58
Seam Thickness range (m)	
Block Area	1.55m - 5.86m
Mining Area	1.55m - 5.86m
Workable Thickness range (m)	3.0 - 5.0 m
Av. mining Thickness (m)	4.8 m
Seam Gradient	4° - 6°
Depth of cover range (m)	
Block Area	31.85 m- 321.80 m
Mining Area	130 - 200 m
Range of Parting with surface or Upper seam	13.86 - 54.15 m (with R-VIC seam)
Grade of Coal (range)	
Block Area	G5-G8
Gassiness	Deg - I
Immediate Roof	Sandy Shale, Medium grained to Coarse grained Sandstone
Immediate Floor	Shale, Carbshale, Fine grained Sandstone, Sandyshale
Geological Reserves (Mt)	R-VI seam
Proved	63.74
Indicated	-
Mineable Reserves (Proved) (Mt)	49.22
Extractable Reserves (Mt)	15.61
Status of mining	The seam is being mined through Jhanjra UG
Details of Roof RMR & Rock load	(i) Value of RMR: 58.6 (ii) Category of Roof: Fair ( class-III) (iii) Rockload( immediate roof): 4.1 te/sq m

## 5.8 Degree of Gassiness

Presently, in the lease hold area of Jhanjra UG mine, seams R-7, R-7A, R-6 and R-5 are being worked. These seams are classified as Degree-I gassiness. However study should be conducted for other virgin seams as and when they are approached for mining to ascertain the actual gassiness of the seam and degree of gassiness of the mine. For planning purpose, the mine has been considered as degree-I mine.

## 5.9 Incubation Period

The incubation period of the R-VI and RV seams has been estimated as 9 months as determined for working seams in Jhanjra colliery. However study should be conducted for R-IV seam, as and when it is approached for mining to ascertain the actual incubation period.

## 5.10 Mineable Reserves and Extractable Reserves

Seam wise extractable reserves under present report are as follows:

**Table-15**

DETAILS OF MINEABLE & EXTRACTABLE Reserve(M.Te)					
Seam	Geological Reserve (M.Te)	Geological Loses (M.Te)	Mineable Reserve(M.Te)	Mining Losses(M.Te)	Extractable Reserve(M.Te)
R8	21.37	18.24	3.14	1.23	1.90
R7	24.67	12.58	12.09	7.40	4.70
R7A	26.21	14.45	11.76	6.65	5.11
R6	63.74	14.52	49.22	33.60	15.61
R5	83.49	8.14	74.90	39.78	35.12
R4	108.48	9.05	99.43	59.05	40.39
R3	30.852	2.984	27.87	14.45	13.41
R2	54.341	3.351	51.0	26.21	24.79
<b>Total</b>	<b>412.703</b>	<b>83.315</b>	<b>329.41</b>	<b>188.37</b>	<b>141.04</b>
<b>Percentage of Extraction w.r.t Geological Reserve</b>					<b>34.19</b>
<b>Percentage of Extraction w.r.t Mineable Reserve</b>					<b>42.81</b>

## 5.11 Hydrogeology

Within the boundaries of the Raniganj coalfield the main aquiferous complex is represented by individual layers attached to partings in coal bearing strata.

Water bearing rocks are represented mostly by sandstones. The thickness of some aquiferous layers varies from 10 to 12 m up to 25 to 40 m. The presence of tectonic faults seems to create conditions for circulation of underground water in full thickness of coal bearing strata. The depth of water table from the earth surface varies depending on the terrain, from a few meters to 30 m. Water abundance in the complex is not great.

The information about filtration properties has been obtained as the result of testing with the help of experimental pumping of the coal bearing strata of R-VIII B to R-VIIC seams till the depth of 190 m. The filtration factor has been of the order of 0.02 m/day.

Horizons are fed mostly due to infiltration of atmospheric precipitation. Sharp fluctuation of water levels has been recorded in boreholes.

## 5.12 Land acquisition status

Area of the project is 1568 Ha after recent boundary adjustment. Present report has been prepared for 1568 Ha. Mine is having land of 1428.47 Ha. There is 168.3 Ha of forest land in the mine. Non -forest land includes Tenancy Land under CBA Act is 1180.98 Ha and LA Act is 0.65 Ha. Government/Vested Land is 78.54 Ha.

### 5.12.1 Existing land details:

Present Land Use

**Table-16:**

Sl. No.	Land Use	Land Area (Ha)
<b>A</b>	<b>Within Mine Boundary</b>	
1.	Surface Area damaged due to caving	276.54
2.	Area where caving is yet to be done	168.42
3.	Residential Area	104.32
4.	Service Building Infrastructure	11.26
5.	Village	158.60
6.	Road	8.20
7	Ponds	72.15
8.	Railway Siding, etc.	Nil
9.	Others	628.98
	<b>Sub-Total</b>	<b>1428.47</b>
<b>B.</b>	<b>Outside Mine Area</b>	
1.	Residential Area	Nil
2.	Service Building Infrastructure	Nil
3.	Village	Nil
4.	Road	1.67 Ha
5.	Ponds	2.84
5.	Railway Siding	59.09
6.	Others	76.00
	<b>Sub-Total</b>	<b>139.60</b>
	<b>Total</b>	<b>1568.07</b>

## 5.13 Mine Ventilation

The existing ventilation system of 3 & 4 incline is to cater the ventilation requirement of two LHCM and one RH district. ~~But the expansion PR envisages two additional LHCM district for faster liquidation of the R8, R7 & R7A seam in the area annexed to sector D, E of the block through incline 3 & 4.~~ The existing ventilation system of incline 3 & 4 may not be sufficient to cater the ventilation requirement of four LHCM districts in future. Hence, a modified ventilation system has been proposed for the workings of 3 & 4 incline considering the existing and future workings of the seams.

### Proposed Ventilation System

Existing two incline (incline 3 & 4 having x-section 4.0m x 2.6m) along with additional incline 5 (having X-section 5.5m x 3.0m) up to R-7A seam and existing air shaft (4.0m diameter) up to R-7 seam will act as intake airway and shaft-B up to R-4 seam will act as return airway for all four

LHCMS operating district of R8, R7 & R7A seam, which is presently used for R7 seam only. Expansion Project Report of Jhanjra Underground.

Ventilation across the mine is provided through five shafts (A-E), main and parallel inclines, and an air shaft. Of these, Shafts A and D serve as intakes, while Shaft B acts as a return for Longwall and LHCM-2 districts, Shaft C as return for SHCM-2, 3, and 4, and Shaft E caters for Longwall and SHCM-1 district. The air shaft serves as return for LHCM-1 district. A new fan has been installed and in operation of 10,000 cu.m capacity at E shaft. C shaft new fan installation of capacity 10,000cu.m. has also been completed, but yet to start. B shaft Fan installation of capacity 10,000cu.m. work is in progress.

The expansion PR envisages mining of R6 seam and its underlying seams through MIC by long wall and standard height continuous miners within the revised leasehold of Jhanjra coal block except the area lying below the infrastructure of Jhanjra UGP. The ventilation system of MIC have been proposed considering the future workings of underlying seams up to R2 seam within the mining area, keeping the provision for future mining of seams below existing infrastructure of Jhanjra project also. To establish the proposed ventilation system as well as solve the existing difficulties of coal evacuation and future requirement of coal evacuation capacity for higher capacity, one additional incline adjacent to incline 2 of MIC unit and one additional shaft-F have been proposed and is under tendering stage. For the proposed ventilation system, three incline of MIC (two existing incline & one proposed incline) along with three shafts (Shaft-A, B & D) will be used as intake and shaft -E at the rise side and proposed shaft-F at dip side have been proposed as return airway. The proposed ventilation system envisages separate ventilation circuit for the panels in the east of trunk headings and west of the trunk headings in R-6 and its underlying seams. The proposed ventilation system will reduce the air travel distance, requirement of construction of ventilation stoppings and air crossing. Finally it will help in improving the ventilation of the mine and meeting the standard of ventilation as per statute.

#### **5.14 Power supply and distribution:**

At present Jhanjra Project is receiving power at 33 KV from 132/33 KV Ukhra sub-station of M/s. WBSEB. Two 10 MVA, 33/6.6 kV transformers have been installed near MIC incline. Necessary power supply arrangement will be done upto the districts as per requirement of the bidders.

#### **5.15 Workshop and store facility**

##### **Main workshop:**

Area workshop has been constructed at the mine to deal with the requirements of day to day maintenance and incidental minor repairs of plant and machinery.

##### **Material Store**

A unit store will be provided at mine to the requirement.

#### **5.16 Coal Handling Plant:**

Existing evacuation System will be through 1200 mm panel belts followed by 1200 mm trunk belts through one of the 3 drifts from R-V to R-VI seam. It will match up with the existing Evacuation network at R-V seam. A coal handling plant has been envisaged near the pit head to handle entire production of coal from the proposed project. Main incline conveyor will transport

coal from underground through incline No. 5 and discharge on conveyor C1 for further loading into overhead hoppers. CHP will have facilities like storage of coal into overhead hoppers, loading of coal into trucks by means of sector gate fitted below hoppers, weighment of coal with the help of electronic road weighbridge. Loaded trucks will carry coal to POCP railway siding for further loading into railway wagons. Till CHP is under construction existing 1400 mm and 1200 mm Incline Belt Conveyors will be used for in New Main Incline will be used for Coal Evacuation.

### 5.17 Civil amenities for mining:

As per the requirement of the project, Manager Office, cap lamp room, and other statutory and service building have been constructed at mine.

### 5.18 Sequence of Operation: Table- 17

<b>SEQUENCE FOR LIQUIDATION OF PROPERTY IN SECTOR 'A2'</b>				
Activity	Periods		Seam	Remarks
	From	To		
Development of CM Panel 29A by upcoming CM package	Jul-26	Sep-26	RVI	Qty. available 1,32,000 te
Development of CM Panel 29	Oct-26	Jan-27	RVI	Qty. available 1,65,250 te
Development of CM Panel 28	Feb-27	Jul-27	RVI	Qty. available 2,44,570 te
Depillaring of CM Panel 28	Aug-27	Apr-28	RVI	Qty. available 4,04,700 te
Depillaring of CM Panel 29	May-28	Sep-28	RVI	Qty. available 2,28,000 te
<b>Qty. in R-VI = 11,74,520 Te (Sector 'A2')</b>				
PROPERTY IN SECTOR 'A2' IS ALREADY EXAUSTED IN OVERLYING R-VII & R-VII A SEAMS				
NOW THIS CM PACKAGE WILL MOVE FROM SECTOR 'A2' TO SECTOR 'F'. MEAN WHILE DEVELOPMENT OF TRUNK ROADS T5, T5 A & T6 BY ROAD HEADER WILL BE COMPLETED IN R-VI SEAM BY DECEMBER 2027				
<b>SEQUENCE FOR LIQUIDATION OF PROPERTY IN SECTOR SECTOR 'F'</b>				
Activity	Periods		Seam	Remarks
	From	To		
Development & Depillaring of CM Panel 30	Oct-28	Mar-29	RVI	Qty. available 2,77,700 te
Development & Depillaring of CM Panel 31	Apr-29	Jul-29	RVI	Qty. available 2,05,000 te
Development & Depillaring of CM Panel 32	Aug-29	Dec-29	RVI	Qty. available 2,17,000 te
<b>Qty. in R-VI = 6,99,700 Te (Sector 'F')</b>				
<b>Total Qty. in R-VI = 18,74,220Te (Sector 'A2' &amp; 'F')</b>				
DEPILLARING IN SECTOR 'F' IN R-VI SEAM WILL START BY JANUARY 2029 & PROPERTY IN OVERLYING SECTOR 'F' WILL BE LIQUIDATE BY MARCH 2028, MUCH EARLIER THAN DEPILLARING STARTS IN R-VI SEAM				
NOW THE CM PACKAGE WILL MOVE TO R-V SEAM MEAN WHILE THE TRUNK ROAD DEVELOPMENT BY ROAD HEADER OF TRUNK ROAD T4A WILL BE COMPLETED BY APRIL 2029.				
Development & Depillaring of CM Panel 14	Jan-30	Apr-30	R-V	Qty. available 1,90,000 te
Development of Trunk Road T7	May-30	Nov-30	R-V	Qty. available 3,18,000 te
Development & Depillaring of CM Panel 17	Dec-30	May-31	R-V	Qty. available 2,17,000 te
Development & Depillaring of CM Panel 16	Jun-31	Oct-31	R-V	Qty. available 2,05,000te
Development & Depillaring of CM Panel 15	Nov-31	Mar-32	R-V	Qty. available 2,77,000 te
<b>Qty. in R-V = 12,07,000 Te (Sector 'F')</b>				
<b>Total Qty. in R-VI &amp; R-V = 30,81,220Te (Sector 'A2' &amp; 'F')</b>				

## **SECTION – 6**

### 6.0 LIST OF DRAWINGS:

1. Location Plan: .....[Plate-01]
2. Surface Plan: ..... [Plate-02]
3. Lithologs of Representative Boreholes: .....[Plate-03]
4. Designated Mining Area: .....[Plate-04]
5. Geological Plan: .....[Plate-05]
6. Layout Plan of R-VI Seam:.....[Plate-06]
7. Layout Plan of R-V Seam: .....[Plate-07]

### **Drive Link for the List of Drawings:**

[https://drive.google.com/file/d/1CfoEK\\_oHLFU-Ntvlljd1Ur-d9cb8wX99/view?usp=sharing](https://drive.google.com/file/d/1CfoEK_oHLFU-Ntvlljd1Ur-d9cb8wX99/view?usp=sharing)

## SECTION-7

### **7. SCOPE OF WORK AND TIME SCHEDULE**

#### **7.1 Scope of work of Contractor:**

Winning coal without blasting from the districts in R-VI seam and R-V seam (Sector A & F) of Jhanjra Project Colliery Underground Mine, Jhanjra Area of ECL by deploying One set of Standard Height Continuous Miner Package on hiring basis inclusive of:

a) Scientific study for obtaining DGMS permission for the Introduction of Continuous Miner packages in the above mine and strata monitoring as required by DGMS.

b) To support the roof suitable in accordance with approved SCAMP under Coal Mines Regulation 2017.

The scope of work shall include all the obligations covered in the various parts of the Tender document such as NIT, Instruction to Bidders, and Conditions of contract. The scope of work for the Contractor shall mean and also include the followings, during Contract Period:

7.1.1 The successful bidder is to deploy, operate and maintain the the required set of Continuous Miner Package and ancillary equipment at R-VI seam and R-V seam (Sector A & F) of Jhanjra Project Colliery Underground Mine, Jhanjra Area of ECL for 05 APPs to produce the minimum guaranteed production of coal as given below against each production year/APP & transport coal from from working face(s) up to trunk belt located at the outbye end of the district/panel.

All DGMS Approved Equipment package to be supplied by the Bidder under the Contract, as per list of equipment, mentioned in the total list of equipment (Continuous Miner packages) under section-03 of Tender documents.

The successful bidder is required to commence coal production within **06** months from the date of issuance of "Letter of Acceptance".

1st Production Year/APP: 0.51 MTY  
2nd Production Year/APP: 0.51 MTY  
3rd Production Year/APP: 0.51 MTY  
4th Production Year/APP: 0.51 MTY  
5th Production Year/APP: 0.51 MTY  
Total = **2.55 MT**

7.1.2 The successful bidder shall get conducted scientific studies required for obtaining Directorate General of Mines Safety ("DGMS") permission for the Introduction of Continuous Miner Packages by a reputed agency who have the expertise and experience for design/planning and acceptable to the Authority and DGMS. The scientific studies shall include but not limited to pillar stability, parting stability, unsupported span stability, study for effect of dead load of overburden dumps over the panels and subsidence prediction. Supply, Installation and monitoring of Strata Control Instruments as per DGMS Guidelines shall be the Scope of successful bidder

7.1.3 The successful bidder shall design, engineer, finance, procure, install, operate and maintain the entire Continuous miner package to ensure extraction of coal of pre-determined quality for the specified duration for ECL.

7.1.4 The successful bidder shall deploy only DGMS Approved equipment package. The successful bidder shall procure all kinds of spares and consumables required to operate the continuous miner package during the contract period and also materials required for supporting the roof.

7.1.5 Detailed designing, mine construction and winning of coal without blasting from the [CMP 29A, 28,

29] in [R-VI] at [SECTOR A], [CMP 30, 31, 32] in [R-VI] at [SECTOR F], [CMP 14, T7, 17, 16, 15 ] in [R-V] at [SECTOR F] of [Jhanjra Project Colliery] of [Eastern Coalfields Ltd.] by deploying [ 1 (one) set of Standard Height Continuous Miner Packages (SHCM) and on hiring basis to ensure extraction of coal of pre-determined quantity & quality for the Authority;

7.1.6 Any other activities required for commencement of coal production through Continuous Miner Packages not specifically mentioned in the Bid Document;

7.1.7 **Approval of equipment:** For equipment and machinery and goods to be supplied under the contract which require permission and/or approval by Director General of Mines Safety (DGMS), Dhanbad, India for use in coal mines, such required permission and approvals shall be obtained by the successful bidder at his own cost. Any addition /alteration suggested by DGMS while approving the equipment, to be undertaken by the successful bidder and cost of such addition / alteration on the equipment shall be borne by him.

7.1.8 The successful bidder should ensure for the maximum recovery of coal without violating any provisions of Coal Mine related Acts and Laws and safety.

7.1.9 The successful bidder shall plan, design and develop the panel and face. The successful bidder shall prepare Annual operation Plan incorporating month-wise coal production. Implementation of the above operational plan shall be implemented only after approval of ECL. Any change in Annual Operational Plan, during course of implementation, shall be effected only with competent approval of ECL.

7.1.10 The successful bidder shall procure, install and maintain all the facilities required within the district. It includes but not limited to face communication, support, lighting, white-washing, pumping, by supply and installation of water pipelines, to the sump (location: 10L at R-VI seam and 23D at R-V seam) or any other main sump which discharges water directly to the surface, loading and transport of coal up to Trunk belt conveyor located at the outbye end of the district/panel, power supply, water, support material, ventilation at the district including ventilation stoppings within the district) and environment monitoring in the district as per applicable law;

7.1.11 Extraction, delivery of coal from working face (s) up to the trunk belt conveyor located at the outbye end of the district/panel with due regard to safety and in accordance with the provisions of this Bid document;

7.1.12 Crossing of Geological Disturbances, if encountered, up-to 5m throw shall be responsibility of successful bidder. Explosives, if required, for crossing of geological disturbance shall be provided by ECL.

7.1.13 Installation, shifting, extension, operation and maintenance of belt conveyor required inside the district/panel;

7.1.14 Cleaning of fallen coal on the routes between Continuous Miner & feeder breaker for ensuring smooth transportation & loading/unloading of coal from coal carrying vehicles;

7.1.15 Operation and maintenance of the district(s)/panels in accordance with the provisions of this Bid document and the Applicable Laws;

7.1.16 Recruitment and payment of wages as per high power committee recommendation and other benefits to workmen and manpower as per the statutes/Applicable Laws

7.1.17 Performance and fulfillment of all other obligations of the successful Bidder in accordance with the provisions of this Bid document and matters incidental thereto;

7.1.18 To depute adequate qualified and competent personnel/engineers to supervise the entire assembly, erection and commissioning of equipment/ package, test run and maintenance. It shall be the

responsibility of the Contractor to arrange for installation commissioning and provide all consumables required to meet the Scope of the Project;

7.1.19 All preparatory activities like initial preparation of site, dewatering and cleaning of slush/slurry and other activities within the district also in underground shall be the responsibility of the successful bidder.

7.1.20 All manpower and allied electricals for marching of equipment from surface to UG and UG to UG to be provided by the contractor.

7.1.21 The Company shall have no responsibility/liability whatsoever for compensation payment in case of accident/damage to Contractor's equipment in transit or while engaged in the work.

7.1.22 The Contractor will be responsible for observing applicable law including all the rules, regulations and statutes under Indian Law. Further, all safety requirements contained in applicable law including notifications and circulars issued by DGMS from time to time shall be followed. Further the Contractor shall ensure that the appointment/employment of all persons shall be in strict compliance with the Mines Act and all rules and regulations made under it.

7.1.23 To provide all necessary equipment, spares, consumables, materials plant and machinery as required for each Continuous Miner Package. All equipment spares, consumables, materials, plant and machinery intended to be used by the Contractor for the purpose of the Contract should be in good working condition and shall conform to the Contract;

7.1.24 Marching of Continuous Miner Package as required for its operation for extraction of coal;

7.1.25 Pumping water from the active working faces to the nearest sump as per the technical document, would be the responsibility of the Successful bidder.

7.1.26 To undertake ventilation inside the district(s). It includes Auxiliary ventilation at the working faces as per Coal Mines regulation (CMR) 2017 and construction and maintenance of ventilation stoppings within the district upto the last ventilation connection;

7.1.27 To undertake illumination as required under law inside the district(s) including the lighting of the area/face of mining operation by Continuous Miner Packages;

7.1.28 All activities related to production within the district shall be the responsibility of the successful bidder.

7.1.29 The successful bidder shall support the roof suitable in applicable as per provisions under Coal Mines Regulation 2017.

7.1.30 The successful bidder shall arrange 100% financing of proposed work.

## **7.2 Scope of work of ECL:**

During the Contract period, ECL would provide the following facilities:

7.2.1 ECL shall make the Mine Site available to the Successful bidder and shall carry out the Management of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular the responsibility for environmental matters of any nature whatsoever is with ECL and ECL will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution & subsidence.

7.2.2 ECL will undertake transport of Coal from Trunk belt to surface Coal handling plant/Dump. Out by

coal clearance shall be ensured at an average rate of 800 tonnes per hour (Main Incline 800 TPH + Gate belt 500 TPH). Transport of Coal from Feeder Breaker to Trunk Belt shall be responsibility of bidder.

- 7.2.3 ECL will provide electrical power on chargeable basis at a single point at 6.6 KV at the entry of the district/ starting point of operation through separate meter. Distribution of power there-after and supply of required Transwitch unit, switchgears, cables, cable couplers etc. shall be the Contractor's responsibility. A schematic layout diagram for power supply, including likely power consumption and proposed earthing system equipment wise shall be furnished by the Contractor. ECL shall also provide power at 440V/220V on surface as per requirement on chargeable basis. The cost of electricity on actual as per prevailing rate shall be deducted from the monthly running bill of the Contractor. The present rate of electricity is Rs. 5.79 per KWH (Energy Cost) and Rs. 384.00 per KVA (Demand Charge).
- 7.2.4 ECL shall provide water of required quality, quantity and pressure near Continuous Miner package at the entry of the district/ starting point of operation. Conveying of the water to the machines and pumping out water from the face to the nearest sump (location: 10L at R-VI seam and 23D at R-V seam) or any other main sump which discharges water directly to the surface shall be responsibility of Contractor. Pumping out of the water from the nearest/ main sump to surface shall be the responsibility of ECL.
- 7.2.5 Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc. ECL shall provide suitable space to Contractor for construction of the store during the contract period on chargeable basis only.
- 7.2.6 Contractor will provide Ventilation, communication system and lighting up to the district entry point. Pumping out of the water from the mine sump to surface shall be the responsibility of ECL. ECL will be responsible for construction of isolation stoppings.
- 7.2.7 ECL will provide the existing available workshop facilities for carrying out repair & maintenance of Contractor's equipment. Provision of any additional workshop machinery specifically required for repair and maintenance of Contractor's equipment shall be the sole responsibility of Contractor.
- 7.2.8 ECL shall provide suitable accommodation on chargeable basis, if available, for use by Contractor. Otherwise ECL shall provide sufficient land for construction (at the cost of Contractor) of temporary accommodations for Contractor's personnel. Any land made available by ECL for construction of Office/ Store/Accommodation etc. will have to be cleared and returned after the contract period. If land is not cleared, then Contractor will have no claim over the construction, if any, after the contract period.
- 7.2.9 ECL shall provide local medical facility on chargeable basis as per the prevailing standard norms of ECL for personnel of non-entitled class.

**ECL shall provide manpower for statutory supervision of various faces operations and monitoring of support being carried out by the Contractor.**

# **FORMATS/ ANNEXURES**

## ANNEXURE – I (PRE-CONTRACT INTEGRITY PACT)

(To be signed on Plain Paper)

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer / Authorized Representative (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute .....(Name of the work) and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

### NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A1.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) years.
- 2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)".
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

#### **Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors**

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 - Independent External Monitor**

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the

Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- 9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

**Section 10 - Other provisions**

- 1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.
- 3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.
- 4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11- Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Section 12- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**Section 13- Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf the Principal)

(Office Seal)

Place \_\_\_\_\_

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_

**ANNEXURE - I (PRE-CONTRACT INTEGRITY PACT)**

**ANNEXURE-A1**

**Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)**

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization-signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
  - b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- However, if all the details given in Para - (i) are complied with, the requirement of submission of document mentioned at Para - (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

**PROFORMA OF JOINT VENTURE / CONSORTIUM AGREEMENT**

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture / Consortium agreement is made on this.....day of.....

AMONGST/BETWEEN

M/s....., having its registered Office at .....Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture / Consortium / with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....")

AND

M/s....., having its registered Office at .....Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture / Consortium with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

AND

M/s....., having its registered Office at .....Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture / Consortium / with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....")

The expressions M/s .....and M/s ..... Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture / Consortium /Parties" and individually as "Joint Venture / Consortium Partner/Party".

WHEREAS M/s....., M/s..... and M/s.....agreed to form a Joint Venture / Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of ..... (hereinafter referred to as "Project") under Eastern Coalfields Limited. (hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture / Consortium Agreement (hereinafter referred to as "Joint Venture / Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

**1) FORMATION AND TERMINATION OF THE JOINT VENTURE / CONSORTIUM**

The parties under this Agreement have decided to form a Joint Venture / Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture / Consortium shall be “ ..... ” (hereinafter called the “Joint Venture / Consortium”)
- b) The Head Office of the Joint Venture / Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture / Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture / Consortium to any party including the existing partner of the Joint Venture / Consortium.
- d) The term of the Joint Venture / Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
  - i) The Joint Venture / Consortium fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture / Consortium.
  - iii) The Employer cancels the Project
  - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
  - v) Both parties agree to terminate this Agreement in writing.
  - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture / Consortium Agreement.

**2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture / Consortium and is responsible for performing a key function in contract management. M/s ..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture / Consortium and also all the partners of the Joint Venture / Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture / Consortium partners M/s....., M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture / Consortium.

**3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE / CONSORTIUM**

Each constituent party of the Joint Venture / Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

<u>JV / Consortium Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
M/s.....	.....	.....

M/s.....  
.....

**4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture / Consortium shall be as follows:

M/s..... : .....% (.....per cent)  
M/s..... : .....% (.....per cent) and  
M/s..... : .....% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

**5) JOINT AND SEVERAL LIABILITIES**

All partners of Joint Venture / Consortium shall be liable jointly and severally during the Pre- qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

**6) WORKING CAPITAL**

During the execution of work/ service, the requirement of Working Capital shall be met individually or collectively by the JV/Consortium partners.

The requirement of Working Capital under this clause shall be met as per following proportion:

- a) The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
- b) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

**7) BID SECURITY:**

Bid Security, Performance Security and other securities shall be made/paid by the Joint Venture / Consortium except as otherwise agreed.

**8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture / Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

**9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE / CONSORTIUM**

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the

Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture / Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture / Consortium partners, Joint Venture / Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture / Consortium and not to the individual partners.

**10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture / Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture / Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture / Consortium shall be discharged through the said Joint Venture / Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture / Consortium shall be through that account alone.

**11) LIMIT OF JOINT VENTURE / CONSORTIUM ACTIVITIES**

The Joint Venture / Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

**12) TAXES**

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture / Consortium in connection with the Project shall be paid from the account of the Joint Venture / Consortium.

**13) EXCLUSIVITY**

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

**14) MISCELLANEOUS:**

a. Neither party of the Joint Venture / Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture / Consortium to a third party without the Agreement of the other parties in writing and also without the permission

of the Employer.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

**15) APPLICABLE LAW**

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For .....  
Signature .....  
(Name & Address)  
(Official Seal)

Place .....  
Date .....

Witness  
Signature .....  
(Name & Address)

For .....  
Signature .....  
(Name & Address)  
(Official Seal)

Place .....  
Date .....

Witness  
Signature .....  
(Name & Address)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT.**

To

.....

Re: Bank Guarantee in respect of Contract No.....Dated..... Between.....(Name of the Company) and.....(Name of the Contractor)

**WHEREAS**

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance..... dated..... (herein after called the said contract) with ..... (name of the Company) (hereinafter called "the Company") to execute ..... (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its Branch/Office at..... have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of ..... or such lesser amount of the said sum of ..... as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of .....and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its

liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of ..... or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our ..... Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day .....\*..... of .....\*..... and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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

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

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

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code)

(Address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at Asansol (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

**ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS)**

To

.....

Re: Bank guarantee in respect of contract No.....

Dated..... between ..... (Name of the .....)

And ..... (Name of the Contractor)

**WHEREAS**

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract dated.....(herein after called the said contract) with ..... (name of the Company) (hereinafter called “the Company”) to execute ..... (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per Terms and Conditions of the said Contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the Terms and Conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary

any of the Terms and Conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our ..... Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code -
- iv) SWIFT -
- v) Telephone No. -
- vi) Fax No. -
- vii) Email ID -

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code -
- iii) IFSC Code -
- iv) SWIFT -
- v) Telephone No. -
- vi) Fax No. -
- vii) Email ID -

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day .....\*..... of .....\*..... and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

*\* The validity of the Bank Guarantee shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the*

*contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.*

*The subsequent extension shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.*

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

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

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri ..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this .....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code)

(Address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at Asansol (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

## Instructions to Bidders for both the above BGs

### NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of .....Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii) .....(Company name) has chosen ....(Bank name) and ....(Bank name) to act advising/beneficiary bank of .....(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***
* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned. ** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned. *** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned.				

- i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the ....(Bank name) (IFSC-\_\_\_\_) or ....(Bank name) (IFSC-\_\_\_\_), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at \_\_\_\_\_to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.
- iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of ..... Coalfields Limited at ..... (as the case may be) by Speed Post /Registered Post (AD).

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT**

- 1. Name of Bidder: \_\_\_\_\_
- 2. Address of the Bidder: \_\_\_\_\_  
City: \_\_\_\_\_ PIN Code: \_\_\_\_\_  
E-mail Id: \_\_\_\_\_  
Permanent Account Number: \_\_\_\_\_

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

- 4. **Date from which the mandate should be effective.**  
I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

-----  
Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)  
-----

**ANNEXURE-VI**

**PROFORMA FOR LETTER OF BID**

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID:  
(TO BE ACCEPTED THROUGH GTE OF BSC)

To,  
The Tender Committee  
Eastern Coalfields Limited

Sub. : Letter of Bid for the work "Introduction of Standard Height Continuous Miner package (01 set) including Battery Operated Multi Utility Vehicles (MUVs) and Battery Operated Free Steered vehicles (FSVs) for 5 APPs of 0.51 MTY at Jhanjra Project Colliery, Jhanjra Area of ECL on Hiring Basis"

Ref. NIT No.: ECL / HQ / CMC /SHCM 5 Jhanjra/2026/ 1483; Date: 02.02.2026

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the GeM Portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and EASTERN COALFIELDS LIMITED

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Eastern Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to" cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT/ Bid Document.

## ANNEXURE-VII

**PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S**  
(THIS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED IN BSC AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :(TO BE ACCEPTED THROUGH GTE OF BSC)):

We solemnly declare that:

1. I/We am/are submitting Bid for the work “Introduction of Standard Height Continuous Miner package (01 set) including Battery Operated Multi Utility Vehicles (MUVs) and Battery Operated Free Steered vehicles (FSVs) for 5 APPs of 0.51 MTY at Jhanjra Project Colliery, Jhanjra Area of ECL on Hiring Basis” against NIT Ref. No. “ECL / HQ / CMC /SHCM 5 Jhanjra/2026/ 1483; Date: 02.02.2026” and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. (Where applicable, evidence of Competent Authority shall be attached.)
8. We hereby confirm that we shall deploy matching Equipment of required capacity and quantity per Bid Document either owned or through hiring.

If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

**ANNEXURE-VIII**

**PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S REGARDING RELATIVES AS EMPLOYEES OF COMPANY, LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:**

**(ON THEIR LETTER HEAD)**

I/We,....., Proprietor/Partner  
/Legal Attorney/Director/ Accredited..... Representative of  
M/s....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited.  
OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step- son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step- Sister.

2. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

**\* Delete whichever is not applicable.**

3. \*\* I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

\*\*I / We .....have been debarred or banned by the organization named " \_\_\_\_\_ " for a period of..... year/s, effective from ..... to.....

**\*\* Delete whichever is not applicable.**

4. i)

**Note:** If the estimated value of procurement is upto 10 Crore:

We certify that the works/services offered by us against the tender for the work

".....(Name of work)" against Ref. No. .... Dated....., meet the minimum local content requirement and has local content:

\* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....%  
(indicating the percentage of local content).

\* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....%  
(indicating the percentage of local content).

The details of the location(s) at which the local value addition is made, is / are as under:

1.

2.

ii) **Note:** If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in

case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content as per format provided at Annexure – **IX – A**.

5. I / We,.....Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s.....,solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in.....Area of Eastern Coalfields Limited.

6. \*\*I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

\*\*I / We .....have been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from ..... to.....

**\*\*Delete whichever is not applicable.**

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

7. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

8. \*I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

\*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from ..... to.....

**\*Delete whichever is not applicable**

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

**ANNEXURE – IX A (FORMAT FOR LOCAL CONTENT CERTIFICATE FOR TENDER VALUE MORE THAN 10 CR.)**

Ref. No: .....

Date: .....

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: .....

dated .....

I/We ..... the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ....., having registered office at ..... hereby confirm that the percentage of local content in the offered product / service of M/s ..... is \_\_\_\_ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

**OR**

I/We ..... The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ....., having registered office at ..... hereby confirm that the percentage of local content in the offered product / service of M/s ..... is \_\_\_\_ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

**(Delete whichever is not applicable.)**

The details of the location(s) at which the local value addition is made, is / are as under:

- 1.
- 2.

For ..... (Name of the firm)

Name of the Statutory Auditor / the Cost Auditor (in case of companies) / Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

Official Stamp .....

UDIN No.: .....

Place:

Date:

**Note:** This Certificate shall be issued by the Statutory Auditor / the Cost Auditor (in case of companies) or by the Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

**ANNEXURE- IX**

**AGREEMENT FORM**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_20....between \_\_\_\_\_  
\_\_\_\_\_(name and address of the Employer) (hereinafter called "the  
Employer" and \_\_\_\_\_ (name and address of the Contractor)  
(hereinafter called "the Contractor" of the other part )

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ (name and identification number of Contract ) ( hereinafter called "the Works" ) and the  
Employer has accepted the Bid by the Contractor for the execution and completion of such  
Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement, works and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed  
to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as  
hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and  
complete the Works and remedy any defects therein in conformity in all respects with the  
provisions of the Contract.

3. The Employer hereby convenants to pay the Contractor in consideration of the execution  
and completion of the Works and the remedying of the defects wherein the Contract price or such  
other sum as may become payable under the provisions of the Contract at the times and in the  
manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part  
of this Agreement , viz. :

- (i) Letter of Acceptance ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Scope of work and conditions of Contract
- (ix) Integrity Pact
- (x) Guidelines for banning of business
- (xi) Any other document listed in the bid document/ Contract as forming  
part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)

**ANNEXURE - X**

**(PROFORMA FOR CIPP)**

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT  
TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S THROUGH BSC SHEET

**(To be signed on Plain Paper)**

To  
Tender Inviting Authority,  
Eastern Coalfields Limited

Sub: Declaration towards CIPP by Bidder

Ref. No.: ECL / HQ / CMC /SHCM 5 Jhanjra/2026/ 1483; Date: 02.02.2026

Dear Sir,

I, Sri, ....., proprietor, representative, partner of .....I / We,  
\_\_\_\_\_ Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of  
M/s ..... Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

## **Code of Code of Integrity for Public Procurement (CIPP)**

### **1. Introduction**

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

### **2. Code of Integrity for Public Procurement**

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **“Conflict of interest”**:

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

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

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

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

vi) **“Obstructive practice”:** materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

### **3. Obligations for Proactive Disclosures**

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

### **4. Punitive Provisions**

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

- a. Forfeiture or encashment of bid security;
- b. calling off of any pre-contract negotiations; and
- c. rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b. Forfeiture or encashment of any other security or bond relating to the procurement;

c. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b. In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;

c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**NOTE FOR INFORMATION TO THE BIDDERS:** Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation (BSC) Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

**ANNEXURE - XI (PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND  
FORM OF DECLARATION)**

**Invitation for Negotiations**

(Refer Para 25.2 (A) OF ATC (ITB))

(On letterhead of the procuring entity)

Letter No: \_\_\_\_\_ Dt: \_\_\_\_\_

**To**

**M/ s \_\_\_\_\_ (Registered A/D)**

**Sub: Tender No ----- opened on -----for the work of -----**

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at.....(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Enclosure:

1. Form of Declaration
2. Form of Revised Offer

Yours faithfully,

(Authorised Officer)

**FORM OF DECLARATION**

(To be signed and submitted before start of negotiations)

(On company letterhead)

Letter No: \_\_\_\_\_ Dt: \_\_\_\_\_

To \_\_\_\_\_

Sub: **Tender No.** ----- **Opened on** ----- **for the work of** -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I \_\_\_\_\_ duly authorised on behalf of M/ s. \_\_\_\_\_ do declare that in the event of failure of the contemplated negotiations relating to Tender No. \_\_\_\_\_ opened on \_\_\_\_\_ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder

**ANNEXURE – XII (PROFORMA FOR REVISED OFFER IN NEGOTIATION)**

Format of Revised Offer in Negotiations

(Refer Para 25.2(A) OF ATC (ITB))

Revised Offer in Negotiations

(On company letterhead)

From.....

Full address.....

To .....

Sir,

Sub: Tender No ----- opened on -----for the work of -----  
-----

Ref: Your invitation for negotiations no: \_\_\_\_\_ dated: \_\_\_\_\_

1. On further discussions with your representatives on .....in response to your letter no ..... dated .....

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates from ..... % of base value to ..... % of base value and the same shall be recorded on GeM portal as per GeM Portal functionality.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule.....
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i.e., up to ..... and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder  
or Officer authorised  
to sign the bid  
documents on behalf  
of the bidder

**Annexure-XIII**  
**GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING**

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
  - i) Withdrawal of Bid as per relevant provisions of tender document.
  - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 Bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
  - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
  - x) Contractor fails to renew the securities deposited to the department.

- xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
- xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
- xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
- xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
- xv) False declarations w.r.t Make in India Order.
- xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

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

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

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

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

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

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

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

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

9. The above 'Debarment' shall be in addition to other penal provisions of Bid Document /Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
  - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.
  - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master

data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/Subsidiaries/GeM Portal).

**ANNEXURE - A**

**BID SUBMISSION CONFIRMATION (BSC) SHEET**

### **Bid Submission Confirmation (BSC) Sheet (Annexure-A)**

<b>Name of Work</b>	Introduction of Standard Height Continuous Miner package (01 set) including Battery Operated Multi Utility Vehicles (MUVs) and Battery Operated Free Steered vehicles (FSVs) for 5 APPs of 0.51 MTY at Jhanjra Project Colliery, Jhanjra Area of ECL on Hiring Basis
<b>Tender No.</b>	ECL / HQ / CMC / SHCM 5 Jhanjra/2026/1483; Date: 02.02.2026

#### **Bidders Details**

Name of the Bidder (If bidder is JV/Consortium then the name of JV/Consortium shall be entered, not the Lead Partner submitting bid on behalf of JV/Consortium)			
Registered Address of the bidder		Name of Partners / Directors /Proprietor of the bidder and specify Lead members of JV/Consortium	
Postal Code		Name of Authorized Representative of the bidder	
Bidder's Legal Status (Proprietor/Partnership/Limited Company/JV/Consortium)		Phone No. of Authorized Representative of the bidder	
Correspondence Email of the bidder		Mobile No. of Authorized Representative of the bidder	
Permanent Account Number (PAN) of Bidder		GST IN	

#### **Bidder General Technical Evaluation - Status - Complied**

Sl. No.	Particulars	Expected Value	Bidder Value
1.0	Confirmation in the form of Yes/No regarding submission of Bid Security / document for exemption as per requirements of Bid Document.	Yes	Yes
2.0	Confirmation in the form of Yes/No regarding possession of requisite document of WORK EXPERIENCE as per requirement of Bid Document.	Yes	Yes
3.0	Confirmation in the form of Yes/No regarding possession of requisite document of WORKING CAPITAL as per requirement of Bid Document.	Yes	Yes
4.0	Confirmation in the form of Yes/No regarding possession of requisite document of Financial Turnover as per requirement of Bid Document.	Yes	Yes
5.0	Confirmation in the form of Yes/No to deploy matching Continuous Miner equipment package as per Bid Document.	Yes	Yes
6.0	Confirmation in the form of Yes/No regarding possession of requisite document of PERMANENT ACCOUNT NUMBER as per requirement of Bid Document.	Yes	Yes
7.0	Confirmation in the form of Yes/No regarding possession of requisite document of GOODS AND SERVICES TAX as per requirement of Bid Document.	Yes	Yes
8.0	Confirmation in the form of Yes/No regarding possession of requisite document of LEGAL STATUS OF BIDDER as per requirement of Bid Document.	Yes	Yes
9.0	Confirmation in the form of Yes/No regarding submission of requisite document of QUALIFICATION INFORMATION as per Bid Document.	Yes	Yes
10.0	Confirmation in the form of Yes/No regarding acceptance of GENUINENESS OF INFORMATION FURNISHED ONLINE,DOCUMENTS UPLOADED (Annexure VII) as per format given in the Bid Document.	Yes	Yes
11.0	Confirmation in the form of Yes/No regarding possession UNDERTAKING REGARDING RELATIVES AS EMPLOYEES OF COMPANY, LOCAL SUPPLIER STATUS OF BIDDER, CIPP etc. (Annexure VIII) as per requirement of Bid Document.	Yes	Yes
12.0	Confirmation in the form of Yes/No regarding acceptance of LETTER OF BID (LOB) (Annexure VI) as per format given in the Bid Document.	Yes	Yes
13.0	Confirmation in the form of Yes/No regarding acceptance of the provisions of Public Procurement (Preference to Make in India), order 2017 and amended time to time.	Yes	Yes

14.0	Confirmation in the form of Yes/No regarding acceptance of CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (Annexure X) as per format given in the Bid Document.	Yes	Yes
15.0	Confirmation in the form of Yes/No regarding acceptance of RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES as per format given in the Bid Document.	Yes	Yes
16.0	Confirmation in the form of Yes/No regarding acceptance of INTEGRITY PACT (Annexure I) as per format given in the Bid Document.	Yes	Yes
17.0	Confirmation in the form of Yes/No regarding submission of relevant documents i.e., Certification with UDIN from respective authority to indicate the % of Local Content (Annexure-IX A) as per format given in the Bid Document.	Yes	Yes

**Note: 1. In case, any of the declaration given by Bidder in General Technical Evaluation as above is marked **NO** under seller/bidder value, the same shall be cross checked by the seller/bidder before submission of Bid.**

**2. The Bidders are requested to kindly enter the date in dd-mm-yyyy format only.**

<b>MSE Certificate No. (If applicable)</b>		<b>EMD UTR Ref. No. (If applicable)</b>	
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**Work Experience Details**

<b><u>Required Work Experience in Million Tonne (M. Te)</u></b>	<b>0.408</b>
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<b><u>Period: From Date (dd-mm-yyyy)</u></b>	<b><u>1-Feb-19</u></b>	<b><u>Period: To Date (dd-mm-yyyy)</u></b>	<b><u>31-Jan-26</u></b>
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<b><u>Experience Start Date (dd-mm-yyyy)</u></b>		<b><u>Experience End Date (dd-mm-yyyy)</u></b>	<b><u>29-Dec-00</u></b>
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Sl. No.	Work Description	Agreement No./Work Order No.	Employer Details	Share in experience %	Quantity of experience in Million Te	Work Experience start date (dd-mm-yyyy)	Work experience end date (dd-mm-yyyy)
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							

7.0							
8.0							
9.0							
10.0							
<b>Total</b>					<b>0</b>	<b>NA</b>	

**Working Capital Details**

<b>Required Working Capital in Rs.:</b>					<b>10,51,00,000.00</b>		
<b>Date on or after which WC should be available (dd-mm-yyyy):</b>					<b>15-Dec-25</b>		
Sl. No.	Name of Chartered Accountant	CA Membership Number	WC in Rs.	Date on WC Available (dd-mm-yyyy)	Date of issue of Certificate (dd-mm-yyyy)		
1.0							
2.0							
3.0							
<b>Total</b>			<b>0.0</b>				

**Note: In Case of JV/Consortium, Working capital details at Sl. No. 1 is for the lead member of the JV/Consortium and at sl. No. 2 & 3 for other members. In case Bidder is other than JV the details of working capital must be entered at Sl. No. 1.**

**Financial Turnover Details**

<b>Required Turnover in Rs.:</b>					<b>34,14,00,000.00</b>		
<b>Period: From Date (dd-mm-yyyy)</b>		<b>1-Feb-19</b>	<b>Period: To Date (dd-mm-yyyy)</b>		<b>31-Jan-26</b>		
<b>Start Date of Turnover (dd-mm-yyyy)</b>			<b>End Date of Turnover (dd-mm-yyyy)</b>			<b>29-Dec-00</b>	
Sl. No.	Name of Chartered Accountant	Membership No. of CA who certify the bidder's Financial Turnover on a particular	Turnover in Rs.	Last date of a year in which bidder meet the required Financial Turnover	Date of issue of Certificate (dd-mm-yyyy)		
1.0							
2.0							
3.0							
<b>Total</b>			<b>0.0</b>				

**Note: In Case of JV/Consortium, Turnover details at Sl. No. 1 is for the lead member of the JV/Consortium and at sl. No. 2 & 3 for other members. In case Bidder is other than JV the details of Turnover must be entered at Sl. No. 1.**

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Eastern Coalfields Limited
कार्यालय का नाम/Office Name	West Bengal
वस्तु श्रेणी /Item Category	Mass Production Mining Technology Services - Per metric tonne basis - Under Ground Mining; Continuous Miner; Coal
अनुबंध अवधि /Contract Period	5 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2625803850
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	5000000

**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

General Manager  
West Bengal, COAL INDIA LIMITED, EASTERN COALFIELDS LIMITED, Ministry of Coal  
(Malay Das)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance

Yes

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

BSC Sheet - [1770032201.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work/NIT:**[1770032462.pdf](#)

**Mine Plan:**[1770032502.pdf](#)

**Service Level Agreement:**[1770032691.pdf](#)

**Terms and Condition of the contract:**[1770032705.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-02-2026 11:00:00	CMC Conference Hall, 2nd Floor, Technical Building, ECL HQ, Sanctoria, Paschim Bardhamman, West Bengal, India- 713333

**Mass Production Mining Technology Services - Per Metric Tonne Basis - Under Ground Mining; Continuous Miner; Coal ( 2550000 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Mining	Under Ground Mining
Machines to be deployed	Continuous Miner
Mineral to be Extracted	Coal
<b>एडऑन /Addons</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Average Strip Ratio for the Contract Duration	NA
Location of Mine	Jhanjra Project Colliery, ECL

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated mineral quantity to be excavated during the contract duration(in metric tonne)	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasoon Mallik	713363,Area Office Jhanjhra Area Faridpur Puchim Burdwan WB	2550000	N/A

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**2. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Eastern Coalfields Ltd  
Account No.  
11214377214  
IFSC Code  
SBIN0000011  
Bank Name  
State Bank Of India  
Branch address  
Asansol

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.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**