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SECTION-I

e-TENDER NOTICE

(A Subsidiary of Coal India Limited) A Mini Ratna Company	ମହାନଦୀ କୋଲ୍ ଫିଲଡ଼ସ୍ ଲିମିଟେଡ୍ महानदी कोलफील्डस लिमिटेड **Mahanadi Coalfields Limited** *(A subsidiary of Coal India Limited)* Tender Inviting Authority: Shri Sanjeev Agrawal Designation: General Manager(Min)/HOD(Solar/RE) Office of The General Manager(Min)/HOD(Solar/RE) P.O. –Jagruti Vihar, Burla, Dist – Sambalpur (ODISHA), Mobile no. 9403612573 E-mail: gm-solar-re.mcl@coalindia.in Web Site: www.mahanadicoal.in **MCL e-Procurement Helpdesk Contact Details** Tel: 0663-2542264, 2542695,2542230 Email: hlp-eproc.mcl@coalindia.in

NIT No.: MCL/SAMB/Solar/e-Tender/2025-26/NIT-02 **Dated:** 30.07.2025
Tender id no: 2025_MCL_340579_1

e-TENDER NOTICE

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

Description of work	Location	Date of commencement of work	Earnest Money (In Rs.)	Period of Completion(in Days)
Design, Installation, Supply, Civil works, Construction, Testing, Commissioning of 500 kW on-grid solar photovoltaic trees including Comprehensive Annual Maintenance Contract (CAMC) for a period of 10 Years	All Areas and units of MCL including MCL HQ	The date of commencement of work shall be from the next day of execution of agreement or handing over of each site whichever is later.	**8,17,300.00**	3802 days (150 days for project and 3652 days for CAMC of 10 years period)
Note: Estimated cost put to tender (inclusive of GST & BOCW cess) of the work is **Rs. 6,53,77,200.00**				

Tender inviting authority	Contact persons	
Shri Sanjeev Agrawal, GM(Min)/ HoD (Solar/RE) Jagruti Vihar, Burla, Dist. Sambalpur (ODISHA) Mobile no. 9403612573	1. Shri Sanjeev Agrawal General Manager (Min)/ HOD (Solar/RE) Mobile no. 9403612573	2. Shri Saieni Akhilesh Assistant Manager (E&M)/(Solar/RE) Mobile no. 9438493867
HELP DESK (24 X 7) TEL. NO.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787		

The details of the tender will be mirrored in the Central Public Procurement Portal http://eprocure.gov.in of Govt. of India.

DETAILS OF GST REGISTRATION OF MCL:

GSTIN of MCL	Odisha 21AABCM5188P1Z3

Note:

(i) Availability of Input tax credit to MCL: Input tax credit is to be availed by MCL as per rule.

(ii) The bid documents will be available on the website (https://www.coalindiatenders.nic.in) and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored on the Central Public Procurement Portal (CPP) of Govt. of India *(https://eprocure.gov.in).*

2. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time (IST)
a.	**Tender Publication Date**	**Date and Time as mentioned in the website**	
b.	**Document download Start Date**		
c.	**Document download End Date**		
d.	**Bid Submission Start Date**		
e.	**Bid Submission End Date**		
f.	**Start Date for seeking clarification on-line**		
g.	**Last Date for seeking Clarification on-line**		
h.	**Date of Pre-bid Meeting**		
i.	**Bid Opening Date [Cover-I (Technical-bid)]**		
j.	**Bid Opening Date [Cover-II (Price-bid)]**		

For details of qualification requirements, and complete tender document, visit our website http://eprocure.gov.in/cppp. Detailed Tender Notice is available at https://coalindiatenders.nic.in

End user portal agreement of CIL is applicable for MCL

Note:

i. If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended for a period of Four days ending at 17.00 hrs. The auto extension shall work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day.

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

iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids.

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

v. If the above extended date falls on Holiday i.e. a non-working day as defined in the e-procurement portal, then the same is to be re-scheduled to the next working day.

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

vii. The Employer reserves the right to issue corrigendum/addendum, and it shall be binding on part of the Bidders.

viii. 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 it's entirely, as its sole discretion.

ix. 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 CIL e-procurement portal only. Bidders are therefore requested to visit CIL e-Procurement Portal regularly to keep themselves updated.**

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

xi. 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.

xii. Execution of work by engagement of child labour is also prohibited.

xiii. The Bidders should submit bid for the whole work mentioned in the NIT / Bill of Quantity.

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

xv. The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of NIT will be rejected

3. Deposit of EMD:

Rs. 8,17,300.00/- (Rupees Eight Lakh Seventeen Thousand Three Hundred only) is to be deposited as Earnest Money/ Bid Security.

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

Net-Banking: In case of payment through net-banking the money will be immediately transferred to designated Account.

NEFT/ RTGS: In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account beforebid submission.

3.2 Bidder will be allowed to submit his/her bid only when the EMD is successfully received in designated account and the information flows from Bank to e-procurement system.

~~3.3 In case of exemption of EMD, the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.~~

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

Note: EMD exemption is not applicable for the instant tender.

4. **Seeking Online Clarification by bidder:** The bidder may seek clarification online within the specified period in the **e- Procurement portal of CIL only**. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. No offline communication shall be entertained. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

~~**5. Pre-Bid Meeting:**~~

~~The pre-bid meeting shall be held online (through VC) as per the scheduled date & time, as~~

~~specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidder and it shall be presumed that the Bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested Bidders.~~

~~Note: - For VC link, bidders need to send an email request to email id:~~

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

7. <u>ELIGIBLE TENDERERS:</u>

7.1 The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, or JV. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

7.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

7.3 Joint Venture (JV): Two or three companies/ contractors / Legal entity may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

JV details:
Name of all Members of a JV (not more than 3):

i. Lead Member (minimum participation share – 50%)
ii. Member (minimum participation share – 20%)
iii. Member (minimum participation share – 20%)

JV must comply the following requirements:

i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV 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. However, the required Net-worth shall be met by individual members of JV as spelt out in the relevant Clause.

ii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.

iii. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.

iv. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v. The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement (AS PER ANNEXURE - VIII OF NIT) to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement

must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi. One of the 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 (This is a part of JV Agreement Format).

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

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

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

x. An entity can be a member in only one JV. Bid submitted by JV including the same entity as member will be rejected.

xi. The JV 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.

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

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

xiii. JV 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, they will register the JV agreement under Registration Act in accordance with law.

xiv. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

xv. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.

Note:

If a Joint Venture is participating as bidder, the name of the bidder in the e-procurement portal will be the name of the JV. As an example, if "ABC JV" is the bidder, comprising members A (say lead partner), B and C, the bidder name in the e-procurement portal will be "ABC JV".
The JV will register the name of JV (in this ease "ABC JV) in the e-procurement portal. If PAN of JV is not available at the time of registration in portal, then bidders may enter PAN as detailed in "Registration of Bidders" under "Bidders manual kit" in e-procurement portal (https://coalindiatenders.nic.in).

7.4 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.

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

8. ELIGIBILITY CRITERIA: Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

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

A. WORK EXPERIENCE: The intending tenderer must have in its name experience of having successfully completed similar works during last 10 (Ten) years ending last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.

DEFINITION OF SIMILAR WORK:

The definition of similar works shall be work related to design, supply, installation, testing & commissioning of Solar Photo Voltaic (SPV) grid connected power plant(s). The SPV plant shall be any or all of the following installations:

a. **Ground Mounted SPV**
b. **Roof-top SPV**
c. **Floating SPV**

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

The intending tenderer must submit documentary evidence in support of above in the form of (i) copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.

Note:

1). The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.
(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

(Note: - The date of exchange rate of foreign currency in Indian Rupees in respect of overseas work experience shall be considered of the last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal but the weightage 5% or 7% as per configuration in the portal shall not be applicable.)

2) <u>JV shall be allowed for participation in the bid with estimated cost above Rs. 10.0 Crores.</u>

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

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

a) In case of completion of single work of similar nature costing, not less than the amount equal to 40% of the estimated cost put to tender: -

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 40% of the estimated cost put to tender.

OR

b) In case of completion of two works of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender.

OR

c) In case of completion of three works of similar nature, each costing not less than the amount equal 20% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) Any two partners shall match the above requirement through completion of at least two works by one partner and one work by other partner of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender: -

OR

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.

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

Completion of works means completion of works by undertaking entire responsibility from design, Supply, Installation, Construction and Commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said ten years' period.

Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Data to be furnished by the Bidders:

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

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

For work experience Bidders required to submit Copy of work order, Work Completion Certificate indicating value and period of work, issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

B. FINANCIAL TURNOVER:

Average annual financial turnover during the last 3(three) years, ending 31st March of 2025 financial year should be at least 30% of the estimated cost put to tender.

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

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

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

Note:

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

JV shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources of the individual partners of the JV will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

Note:

Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for Financial Turnover for floating of tender on NIC portal.

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

i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
iii) Membership Number of the Chartered Accountant.
iv) Date of certificate issued by Chartered Accountant.

Note:

a. In case the bidder is a JV, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl. No. (ii) & (iii) above will be given w.r.t. the lead partner of JV only
b. In case of JV, if financial turnover of all the partners is not submitted; the JV will not be disqualified and instead the required turnover will be calculated assuming zero value for partner/partners who has/have not submitted the financial turn over certificate.

(ii) Special Note:

(iii) Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No.

Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT): Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

C. NET WORTH:

The Bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender at the close of the last financial year from the date of NIT (i.e. 31/03/2025) based on their latest audited annual accounts.

In case, audited annual accounts of last financial year is not available, then the bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender of the preceding Financial year (i.e. 31/03/2024) to the last financial year based on the audited annual accounts of that year for fulfilling the eligibility criteria.

For the purposes of the Bidding Documents, the term "Net Worth" shall mean: (i) where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) in all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings;

It is hereby clarified that the financial year for Net Worth submitted by the Bidder shall be same for each Member (where the Bidder is a JV).

In case of JV, the net worth of all the members shall be added for eligibility and it is further clarified that each Member of JV shall have positive Net Worth.

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

The Bid must be accompanied by certificates with UDIN and membership number issued on or before end date of bid submission from a practicing-chartered accountant in respect of the Net Worth based on the latest audited annual accounts. The same shall be furnished with respect to each Member, in case of a JV.

OR

Latest Audited annual reports corresponding to the net worth submitted by the bidder comprising of the latest audited balance sheets and profit and loss accounts with respect to the Bidder and each Member (where the Bidder is a JV).

In case, the net worth of preceding financial year to the last financial year is submitted by the bidder, then bidder shall also submit an undertaking that this net worth is based on their latest Audited Annual Reports.

NOTE:

1. Till development of e-Procurement portal for turnkey contracts, the evaluation of the document submitted against WORK EXPERIENCE, TURNOVER and NETWORTH to prove the eligibility of bidder shall be done by Tender Committee offline and the same shall be mentioned in the NIT. For online information purpose, bidder may be asked to submit the Bid Submission Confirmation, the format of which shall be provided with the Bid Document.

2. Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender on NIC Portal.

D. PERMANENT ACCOUNT NUMBER: The bidder should submit a Permanent Account Number (PAN) issued by Income Tax Department.

Data to be furnished by Bidder online:

Confirmation in the form of Yes/No regarding possessing of PAN/Tax residency certificate (as applicable).

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

PAN Card / Tax residency certificate (as applicable) of the Bidder

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

E. GOODS AND SERVICES TAX (NOT APPLICABLE FOR EXEMPTED SERVICES)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

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

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

Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document:
The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ Sheet:
I. Status: GST registered Bidder under regular scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India.
II. Status: GST registered Bidder under composition scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India
III. Status: GST unregistered Bidder:
Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.
Note:
i. In case of JV, bidder should submit scanned copy of GST status of Lead Partner only.
ii. In case the work/service is awarded to a JV 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 JV after Award of Work/Service before the payment of first running on account bill.
iii. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
iv. During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.
Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

F. Legal Status of the bidder:

Any one of the following documents:

1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV 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 containingname of bidder.
   d. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

2. In case of Joint Venture, following documents are to be provided:
   i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner etc.
   ii. Board Resolution / Power of attorney / any sort of legally acceptable document (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.
   iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV 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.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID): Legal Status of the bidder.

G. Digital Signature Certificate (DSC):

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

Scanned copy of documents to be uploaded by bidders as CONFIRMATORY DOCUMENT.

~~**H. Banning:**~~

~~The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. **If the declaration is not given, the bid will be rejected as non-responsive.**~~

I. Purchase Preference under "Make in India" Policy for "Local supplier"

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

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

i. "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.
ii. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under said order.
iii. "Non-Local supplier" means a supplier or service provider, whose goods, servicesor works offered for procurement, has local content less than or equal to 20% as defined under said order
iv. "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.
v. "Margin of Purchase Preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

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

Note: -

I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification **(Annexure – X)** indicating the percentage of local content in the offered items.

II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate with UDIN **(Annexure – X A)** 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.

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

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. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

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 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 ofpurchase preference matches the L-1 price, then the contract may be awarded tothe L-1 bidder.

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

Verification of local content:

i. If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification (Annexure IX) 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.

ii. 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 (Annexure IX – A) 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.

iii. 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.

iv. 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.

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

vi. 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.

8.2. 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.

8.3. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b) 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 contractor 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, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute theContract.

8.4. General Technical Evaluation (GTE) and Bidder's space/ My Document/ Other Important Document (OID):

a. The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him online & authenticity of the scanned copy of documents uploaded by him on-line in support of ~~his eligibility criteria, Financial Turnover,~~ PAN, GST and Legal Status of the bidder. **No recycling will be done for this document i.e. no further clarification will be sought from bidder.**

Moreover, the following documents shall be considered from the Bidder's space/ My Document / Other Important Document (OID), and **no recycling will be done for these documents i.e. no further clarification will be sought from bidder**.

Sl. No.	**Submission ofDocuments related to Eligibility Criteria**	**Information to be furnished by Bidder online in GTE**	**Scanned copy of document(s) uploaded by bidder inBidder's space/ My Document/ Other Important Document (OID)**
1	**2**		**3**
1.	Permanent Account Number (PAN) *[Ref.Cl.No.8.1(D) of e-Tender Notice]*	Confirmation in the form of Yes/NO for possessing the supporting documents	The bidder should submit a Permanent Account Number (PAN) issued by Income Tax Department. In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner.
2.	Goods & Services Tax (GST) Registration. **(Not Applicable for Exempted Services)** *[Ref.Cl.No.8.1(E) of e-Tender Notice]*	1.Confirmation in the form of Yes/No regarding possessing of required document as	The bidder should be either GST Registered Bidder under regular scheme OR GST Registered Bidder under composition scheme OR GST unregistered Bidder

		enlisted in NIT with respect to GST status of the Bidder 2. Status of the Bidder in the BoQ excel sheet being uploaded by the Bidder during bid submission.	In respect of the above eligibility criteria the bidder is required to furnish the following information online: i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder. **Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document:** The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ Sheet: I. Status: GST registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India. II. Status: GST registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India III. Status: GST unregistered Bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India. **Note:** i. In case of JV, bidder should submit scanned copy of GST status of Lead Partner only. ii. In case the work/service is awarded to a JV 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 JV after Award of Work/Service before the payment of first running on account bill. iii. If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules. iv. During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

3.	Legal Status of the Bidder (Ref. Clause No 8.1 (F) of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	Any one of the following documents: **1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV 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 containingname of bidder. d. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder. **2. In case of Joint Venture, following documents are to be provided:** i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner etc. ii. Board Resolution / Power of attorney / any sort of legally acceptable document (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them. iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV 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.
4.	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	Confirmation in the form of Yes/No for unconditional acceptance in GTE.	NIL

	Annexure I & II.		
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

b. All the bidders have to submit the information in objective manner confirmed by the uploaded documents. The documents related to the information furnished online by bidder, based on which the auto evaluation takes place, will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents (valid on the end date of bid submission) will beuploaded by the bidder while submitting bid online:

PART-I (Cover-I)

Sl. No.	**Submission of Documents related toEligibility Criteria**	**Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by thebidder against Eligibility Criteria as CONFIRMATORY DOCUMENT**
1.	Work Experience [Ref.Cl.No.8.1(A) of e-Tender Notice]	For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar works containing all the information sought online. In case of sub- contractor, suitable document as per provisions of eligibility, if applicable. The intending tenderer must submit documentary evidence in support of above in the form of (i) copy of work order, (ii) Completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.
2.	Financial Turnover [Ref.Cl.No.8.1(B) of e-Tender Notice]	Average annual financial turnover during the last 3(three) years, ending Average annual financial turnover during the last 3(three) years, ending 31st March of 2025 financial year should be at least 30% of the estimated cost put to tender. The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online. The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document. (*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

3.	Net Worth [Ref.Cl.No.8.1(C) of e-Tender Notice]	The Bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender at the close of the last financial year from the date of NIT (i.e. 31/03/2025) based on their latest audited annual accounts. In case, audited annual accounts of last financial year is not available, then the bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender of the preceding Financial year to the last financial year i.e. on 31/03/2025 based on the audited annual accounts of that year for fulfilling the eligibility criteria. For the purposes of the Bidding Documents, the term "Net Worth" shall mean: (i) Where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) In all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings; It is hereby clarified that the financial year for Net Worth submitted by the Bidder shall be same for each Member (where the Bidder is a JV). In case of JV, the net worth of all the members shall be added for eligibility and it is further clarified that each Member of JV shall have positive Net Worth. **Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT):** The Bid must be accompanied by certificates with UDIN and membership number issued on or before end date of bid submission from a practicing-chartered accountant in respect of the Net Worth based on the latest audited annual accounts. The same shall be furnished with respect to each Member, in case of a JV. OR Latest Audited annual reports corresponding to the net worth submitted by the bidder comprising of the latest audited balance sheets and profit and loss accounts with respect to the Bidder and each Member (where the Bidder is a JV). In case, the net worth of preceding financial year to the last financial year is submitted by the bidder, then bidder shall also submit an undertaking that this net worth is based on their latest Audited Annual Reports.

4.	Digital Signature Certificate (DSC) [Ref.Cl.No.8.1(G) of e-Tender Notice]	a. If the bidder himself is the DSC holder bidding on-line then no document is required. b. However, if the DSC holder is bidding online on behalf of the bidder, then, the Power of Attorney or any sort of legally accepted document for the authority to bid on behalf of the Bidder, is required to be submitted.
5.	Local Supplier Status of Bidder [Ref.Cl.No.8.1(I) of e-Tender Notice]	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 in Undertaking as per format. b. If the estimated value of Procurement is more than Rs. 10 crores, All the Bidders shall submit along with its 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 account (in respect of suppliers other than companies) giving the percentage of local content. It should be as per the prescribed format as per Annexure-XA.
6.	Undertaking & Consent for Arbitration Clause	(A) Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the bidder, CIPP etc., as per Annexure-X (B) Written consent for arbitration clause in the prescribed format as per Annexure-XV (Applicable for Partnership Firm & Joint Venture only).
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

Note: Copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.

9. General Instructions for Submission of Bid (As per e-Procurement Guidelines):

a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.

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

c. The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the

authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be accepted.

d. **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, NIT No., Tender 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) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

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

f. **Price Bid (in Cover-II)**:

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

10. Valid Electrical License:
The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

11. Validity Period of Offer
The rates offered in Part II (Price Bid) should be valid for 180 days after the last date of submission of Bid.

12. Opening of Technical Bid:

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

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

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

13. Technical Evaluation of Tender:

i. After opening of technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.

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

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

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

v. 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.

vi. 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 **e- Procurement portal of CIL only**.

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

viii. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.

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

14.Price Bid Opening and Award of Work:

A. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the system-generated evaluation sheets followed by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them online 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.

B. After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

C. Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

D. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in MCL.

E. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering. However, banning shall be done as per Guidelines for Banning Business.

15. Plant Performance Evaluation:

The successful bidder shall be required to meet Capacity Utilization Factor (CUF) as per the GHI levels of the location during the CAMC period. Minimum CUF of 15% should be maintained for a period of 10 years. The bidder should send the periodic plant output details to Engineer-In-charge of respective plants indicating plant CUF. The Plant performance will be evaluated on annual basis.

16. Evaluation Criteria for Price Bid:

System for decision of L1 bidder

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

17. 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.

18. 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 our website www.coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

19. A) User portal agreement of e-Procurement portal shall be made a part of Contract document.
B) The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc. shall be thePart of NIT.

20. The Bidder is required to sign the pre-contract integrity pact as per Annexure IX given in the Bid. (Applicable on Estimated cost of 05 Crores and above).

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

Sr. No.	Name of IEM	Address	E-mail ID	Mobile No.
1	Shri Ajay Kumar Lal, IFoS(Retd.).	260, Phase-II, Vasant Vihar Colony, Dehradun, Uttarakhand-248006	akla187@gmail.com	9418020350
2	Shri Bharat Kumar Jog, ITS(Retd.).	Flat No. B-403, Vision Jabalpur(17 storey building), MR-4, Road Extension, Near Ekta Chowk, Vijaynagar, Jabalpur, Madhya Pradesh-482002	bkjog123@gmail.com	9425801314

Sd/-
GM (Min)/HOD(Solar/RE)
MCL HQ

Section-II

INSTRUCTIONS TO BIDDERS

Section-II
INSTRUCTIONS TO BIDDERS

1. Scope of Tenderer:

1.1 Mahanadi Coalfields Limited (MCL), Sambalpur, India (referred to as Employer in these documents) invites bids for the work(s) on Turnkey basis as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

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

~~1.3 The total scope of supply and works & services shall be split into two contracts- one covering the supply part and the other covering the works & services part. Both contracts will contain a cross fall breach clause specifying the breach of any one contract will also constitute breach of the other contract and the whole contract combined.~~

2. Eligible Tenderers:

2.1 The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, or JV. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture (JV): Two or three companies/ contractors / Legal entity may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

JV details:
Name of all Members of a JV (not more than 3):

iv. Lead Member (minimum participation share – 50%)
v. Member (minimum participation share – 20%)
vi. Member (minimum participation share – 20%)

JV must comply the following requirements:

xii. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV 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. However, the required Net-worth shall be met by individual members of JV as spelt out in the relevant Clause.

xiii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.

xiv. 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 Agreement providing the joint and several liabilities with respect to the contract.

xv. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the pre-qualification requirements, subject to written approval of the employer.

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

xvii. 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 (This is a part of JV Agreement Format).

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

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

xx. The bid should be signed/digitally signed by the DSC holder submitting the Bid.

xxi. An entity can be a member in only one JV. Bid submitted by JV including the same entity as member will be rejected.

xxii. The JV 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

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

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

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

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

xvi. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

xvii. The JV must enroll in the e-Procurement portal with the name of the firm as appearing in the JV agreement.

Note:

If a Joint Venture is participating as bidder, the name of the bidder in the e-procurement portal will be the name of the JV. As an example, if "ABC JV" is the bidder, comprising members A (say lead partner), B and C, the bidder name in the e-procurement portal will be "ABC JV".
The JV will register the name of JV (in this ease "ABC JV) in the e-procurement portal. If PAN of JV is not available at the time of registration in portal, then bidders may enter PAN as detailed in

"Registration of Bidders" under "Bidders manual kit" in e-procurement portal (https://coalindiatenders.nic.in).

2.4 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.

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

3. Qualification of the Bidder:

3.1 All bidders shall provide in Part-1- Forms of Bid and Qualification Information, contractors bid and undertaking and in Part-II - a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

3.2 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract.

3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids as mentioned herein below in clause 3.4. (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)

3.4 To qualify for award of the contract –

A. Work Experience: The intending tenderer must have in its name experience of having successfully completed similar works during last 10 (Ten) years ending last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender

DEFINITION OF SIMILAR WORK:

The definition of similar works shall be work related to design, supply, installation, testing & commissioning of Solar Photo Voltaic (SPV) grid connected power plant(s). The SPV plant shall be any or all of the following installations:

a. Ground Mounted SPV
b. Roof-top SPV
c. Floating SPV

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

The intending tenderer must submit documentary evidence in support of above in the form of (i) copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.

Note:

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

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country

where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

(Note: - The date of exchange rate of foreign currency in Indian Rupees in respect of overseas work experience shall be considered of the last day of month previous to the one in which bid applications are invited i.e. e-publication date on procurement portal but the weightage 5% or 7% as per configuration in the portal shall not be applicable.)

3) JV shall be allowed for participation in the bid with estimated cost Above Rs. 10.0 Crores.

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

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

b) In case of completion of single work of similar nature costing, not less than the amount equal to 40% of the estimated cost put to tender: -

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 40% of the estimated cost put to tender.

OR

b) In case of completion of two works of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender.

OR

c) In case of completion of three works of similar nature, each costing not less than the amount equal 20% of the estimated cost put to tender: -

i) Any one partner can match the above requirement.

OR

ii) Any two partners shall match the above requirement through completion of at least two works by one partner and one work by other partner of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender: -

OR

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.

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

Completion of works means completion of works by undertaking entire responsibility from design, Supply, Installation, Construction and Commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said ten years' period.

Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Data to be furnished by the Bidders:

i. Start date & end date of each qualifying experience (similar nature)
ii. Work order Number /Agreement Number of each experience

iii. Name & address of Employer/Work Order Issuing authority of each experience
iv. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/ partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV / partnership firm will be considered against eligibility else it shall be taken as 100%).
v. Executed Value of work against each experience
vi. In case the bidder is a JV, work experience as above may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT)
For work experience Bidders required to submit Copy of work order, Work Completion Certificate indicating value and period of work, issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.
BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

B. FINANCIAL TURNOVER:
Average annual financial turnover during the last 3(three) years, ending 31st March of 2025 financial year should be at least 30% of the estimated cost put to tender.

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

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

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

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

JV shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources of the individual partners of the JV will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

Note:
Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for Financial Turnover for floating of tender on NIC portal.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:
v) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.

vi) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.

vii) Membership Number of the Chartered Accountant.

viii) Date of certificate issued by Chartered Accountant.

Note:

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

b. In case of JV, if financial turnover of all the partners is not submitted; the JV will not be disqualified and instead the required turnover will be calculated assuming zero value for partner/partners who has/have not submitted the financial turn over certificate.

(iv) Special Note:

(v) Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No.

Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT): Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

C. NET WORTH:

The Bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender at the close of the last financial year from the date of NIT (i.e. 31/03/2025) based on their latest audited annual accounts.

In case, audited annual accounts of last financial year is not available, then the bidder shall have a minimum Net Worth of Rs. [10% (ten per cent) of the Estimated Project Cost put to tender of the preceding Financial year to the last financial year i.e. on 31/03/2025 based on the audited annual accounts of that year for fulfilling the eligibility criteria.

For the purposes of the Bidding Documents, the term "Net Worth" shall mean: (i) where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) in all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings;

It is hereby clarified that the financial year for Net Worth submitted by the Bidder shall be same for each Member (where the Bidder is a JV).

In case of JV, the net worth of all the members shall be added for eligibility and it is further clarified that each Member of JV shall have positive Net Worth.

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

The Bid must be accompanied by certificates with UDIN and membership number issued on or before end date of bid submission from a practicing-chartered accountant in respect of the Net Worth based on the latest audited annual accounts. The same shall be furnished with respect to each Member, in case of a JV.

OR

Latest Audited annual reports corresponding to the net worth submitted by the bidder comprising of the latest audited balance sheets and profit and loss accounts with respect to the Bidder and each Member (where the Bidder is a JV).

In case, the net worth of preceding financial year to the last financial year is submitted by the bidder, then bidder shall also submit an undertaking that this net worth is based on their latest Audited Annual Reports.

NOTE:

1. Till development of e-Procurement portal for turnkey contracts, the evaluation of the document submitted against WORK EXPERIENCE, TURNOVER and NETWORTH to prove the eligibility of bidder shall be done by Tender Committee offline and the same shall be mentioned in the NIT. For online information purpose, bidder may be asked to submit the Bid Submission Confirmation, the format of which shall be provided with the Bid Document.

2. Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender on NIC Portal.

D. PERMANENT ACCOUNT NUMBER: The bidder should submit a Permanent Account Number (PAN) issued by Income Tax Department.

Data to be furnished by Bidder online:

Confirmation in the form of Yes/No regarding possessing of PAN/Tax residency certificate (as applicable).

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

PAN Card / Tax residency certificate (as applicable) of the Bidder

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

E. GOODS AND SERVICES TAX (NOT APPLICABLE FOR EXEMPTED SERVICES)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

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

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

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

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

I. Status: GST registered Bidder under regular scheme

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

II. Status: GST registered Bidder under composition scheme

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

III. Status: GST unregistered Bidder:

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

Note:

i. In case of JV, bidder should submit scanned copy of GST status of Lead Partner only.

ii. In case the work/service is awarded to a JV 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 JV after Award of Work/Service before the payment of first running on account bill.

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

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

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

F. Legal Status of the bidder:

Any one of the following documents:

1. **The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV 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 containingname of bidder.

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

2. **In case of Joint Venture, following documents are to be provided:**
   i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner etc.
   ii. Board Resolution / Power of attorney / any sort of legally acceptable document (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.
   iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV 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.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID): Legal Status of the bidder.

G. Digital Signature Certificate (DSC):

The Bidders have to get themselves registered online on the e-Procurement portal of CIL (https://coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person.

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

Scanned copy of documents to be uploaded by bidders as CONFIRMATORY DOCUMENT.

H. Written Consent regarding Arbitration:

It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture signed by all partners of Partnership firm/JV. For this a general form of undertaking has been specified in relevant annexure containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.

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, NIT No., Tender 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) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

J. **Integrity Pact (As applicable):** Bidders are required to accept the pre-contract integrity pact as available in the Bid document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV, all partners shall sign at the time of agreement.

Data to be furnished by Bidder online:

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

K. **Code of Integrity for Public Procurement (CIPP):** Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in the Bid document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV all partners shall sign at the time of agreement.

Data to be furnished by Bidder online:

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

L. **Restrictions on Public Procurement from certain countries:** The Undertaking of the Bidder regarding

compliance to order No.F.No.6/18/2019- PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

M. **Undertaking to be accepted unconditionally for genuineness of information furnished online 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 documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) at the time of bid submission.

N. **Undertaking regarding relatives as employees of company, arbitration clause (In case of Partnership firm / Joint Venture), Local supplier status of the bidder, CIPP etc.**

O. Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

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

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

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

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

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

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

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

Scanned copy of documents to be uploaded by Bidder(s):

(a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification (**Annexure – IX**) indicating the percentage of local content in the offered items.

(b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate with UDIN (**Annexure – IX A**) 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.

3.5 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.

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

Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

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.

4. One Bid Per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a JV or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm and in case of Company then only Company shall be debarred.

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

~~6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into accountwhile quoting his rates.~~

~~6.3 **Site Investigation Reports:** The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the contract data, supplemented by any information available to the Bidder.~~

~~6.4 The bidder is expected, before quoting his rate, to go through the requirement of materials, workmanship, specification and conditions of contract.~~

7. Content of Bidding Documents:

The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:
Section 1 Notice Inviting Tender
Section 2 Instructions to Bidders.
Section 3 Forms of Bid, Qualification Information, Contractors Bid and undertaking;
Section 4 Conditions of Contract;
Section 5 Specifications;
Section 6 Tender Drawings;
Section 7 Scope of work/procedure and form of bidding the price
Section 8 Forms of Securities, Forms of Bank Guarantees and form of Article ofAgreement.
Section 9 Pre-contract Integrity pact (if applicable)
Section 10 Guidelines for Debarment of firms from bidding,
Section 11 User Portal Agreement,
Section 12Any other documents, if required.

8. Clarification of Bidding Documents:

8.1 **Pre-Notice Inviting Tender (NIT) Conference:** In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicized so that different potential suppliers can attend.

For a successful pre-NIT Discussion, a provisional set of Bid documents, covering all aspects of Scope of work, eligibility criteria (if any), technical parameters (If any) and conditions of contract be prepared and hosted in the web-site.
The provisional bid document shall cover a notice for pre-NIT discussion on a suitable date. The notice shall request participation of interested bidders and offer comments/ suggestion for incorporation in the final document.

Such comments / suggestions (on any/all aspect of the document) may be suitably incorporated, if found necessary, and final bid document be drafted. This final draft, afterdue approval shall be the final bid document. Bids be invited thereafter as per standard practice

8.2 **Pre-bid meeting:** In case of turnkey contract(s) or contract(s) of special nature for procurement of sophisticated and costly work/ services/ equipment or wherever felt necessary, a suitable provision is to be kept in the bidding documents for inviting the bidders or their official representatives to attend one or more pre-bid conference at a specified place and time, for clarifying issues and clearing doubts, if any, about the specifications/ Terms of Reference and other allied technical/ commercial details of the work, services, plant, equipment and machinery etc.

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

Any significant change in condition necessitated from Pre-Bid meeting shall require approval of respective FDs and subsequently, Document download date, Bid submission end date and bid opening date shall be shifted to a date 15 days beyond the date on which changed condition is uploaded. The seek clarification end date shall be adjusted as per e-Procurement Manual for works and services of CIL.

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

Pre-bid meeting may take place, if required, after publication of Tender but in any case, at least 1 (one) day before the start date of Bid submission. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested bidders

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

8.3 **Online clarification**: The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of Bidders. The clarifications given by department will be visible to all the Bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by Bidder will be up to 7 (seven) days before the end date of bid submission. The repliesto clarifications sought by Bidders should be given by the department at least 2 (two) days before the end date of bid submission.

In exceptional cases where a large number of queries from Bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the Bidders for seeking clarification should not be less than 10 (ten) days in such cases.

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

9. Corrigendum to NIT /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 document and shall be displayed in the website.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids in accordance with Sub-clause 17.2 below.

10. Language of Bid:

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

11. Bid Prices:

11.1 The bidder shall closely study all specification in detail and scope of work which govern the rates he is quoting. The contract shall be for the whole Works as described in Sub- Clause 1.1, based on the scope of work as detailed in the bidding document.

11.2 The Bidder shall submit rates and prices for all items of the Works described in the scope of works. 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 All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only and other levies payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by system in BOQ sheet as per pre-defined logic.

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

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed

by the Company on production of documentary evidence in support of payment actually made to the concerned authorities.

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

11.4 The item wise rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoicein 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 bill/invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the 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 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:

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

13. Bid Validity:

13.1 Bid shall remain valid for a period not less than one hundred and eighty (180) days after the deadline for bid submission specified in the e-tender portal. A bid valid for a shorter period shall be rejected by the Employer.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period.The request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with the tender document in all respects.

Reasons for seeking extension of bid validity should be recorded by the procuring officers.

14. Bid Security/Earnest Money Deposit:

14.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amountas shown in e-tender notice and in the form as deliberated below:

The Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

In online mode the Bidder can make payment of EMD either through net-banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to CIL/ Subsidiary designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CIL/Subsidiary designated account and the information flows from Bank's Server to e- Procurement portal. The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

14.2. 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.

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

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

14.5 The Bid Security/Earnest Money may be forfeited:

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

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit;
Additionally, the Company shall debar such defaulting Contractor from participating infuture bids for a minimum period of 12(twelve) months.

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

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

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

14.8 If the refund of EMD is not received by the Bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, Bidder should submit e-Mandate form as per Clause No.7 during bid submission.

14.9 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department.
If the Bidder withdraws the bid online (i.e. before the end date of submission of tender)then the EMD will be refunded automatically after the opening of tender.

~~15. ALTERNATIVE PROPOSALS BY BIDDERS~~

~~15.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 16.2 shall govern.~~

~~15.2 If so allowed in the bid document, Bidders wishing to offer technical alternatives to the requirements of the Bidding documents must also submit a Bid that complies with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices,~~

~~proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements stipulated in the bidding document shall be considered by the Employer.~~

16. SUBMISSION OF BID:

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

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

c. The Bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with 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. **This User Portal Agreement of Guidelines for e-Procurement of Works and Services will be a part of NIT/Contract Document.**

d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order 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 and shall be acceptedby the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, 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.

e. The Bidder will have to make the payment of EMD through online mode only.

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

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

f. The EMD for Tenders for Turnkey Contracts will be as per Contract Management Manual and EMD for Civil, E&M and other tenders will be as per Manual of Civil Engineering Works of CIL and the existing policy of CIL.

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

h. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the Bidders to evaluate the technical bid automatically.

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

For Two Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

~~In case of EMD exemption, one more document in support of the claim of EMDexemption 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, NIT No., Tender 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) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

~~ii). Technical Parameter Sheet (TPS) (If applicable as per standard NIT and compatible with the e-procurement portal): The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will furnish all the required information on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.~~

iii). **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the Bidder are to be uploaded in Cover-I or through "My Document" link in Bidder space by the Bidder while submitting his/her bid.

iv). **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the Bidder and he will quote the rates for all items on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-I/ Cover-II, as specified forOne Part system and in Cover-II for Two Part system. The Price-bid will be in Item Rate or Percentage Rate BOQ or Mixed Rate BOQ format and the Bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost toCompany). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

~~v). However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in NIT in support oftheir claim for exemption of EMD.~~

17. DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids shall be submitted online on the e-procurement portal of CIL within the deadlines prescribed in the e-tender portal.

17.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17.3 If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended for a period of Four days. The auto extension shall work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day. Even after extension of four days, no bid is received then the tender will be cancelled.

18. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.

2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum periodof one year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

   i). If the Bidder withdrawing his bid is other than L-1, the tender processshall go on.

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

Note:

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 forfeit of EMD and 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 forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company.

i. In case of above penal actions, Guidelines on Debarment of Firms from Bidding is to be followed.
ii. Penal action against clauses above will be enforced from the date of issue of such order.
iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

19. BID OPENING:

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

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

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

19.4 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

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 process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

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

21.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

21.2 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny / evaluation and shall be against written request only.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 Prior to the detailed evaluation of Bids, the Employer will determine whether eachBid:

a. meets the eligibility criteria defined in Clause 3;
b. is accompanied by the required securities and
c. is substantially responsive to the requirements of the Bidding documents.

22.2 A substantially responsive Bid is one which conforms to all the terms, conditions & 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.

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

23. EVALUATION AND COMPARISON OF BIDS

23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 22. Price bid of the bidder will have no condition.

23.2 The Employer reserves the right to accept or reject any variation, deviation and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

23.3 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. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluation purpose by the tender committee, but if that bidder emerges asthe lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

23.4 Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

23.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to

produce detailed price analyses for any or all items of the work, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

24. AWARD CRITERIA

Subject to Clause 25, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

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

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 berecorded; 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 jeopardize essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done forbare 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 timeframe 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 offers to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offers 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 expiresbefore 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 Annexure-IX, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of thecontemplated negotiation;

d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-IX; 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 Annexure-X. 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 bedone 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.

1. If there are more than one lowest Bidder & splitting up of the work is allowed, thenwork can be split to all bidders at L-1 Price.
2. If there are more than one lowest Bidder& splitting up of the work is not considerednecessary, L-1 may be decided as under:

All L-1 Bidders may be advised to submit the reduced price online & final L-1 maybe decided on the basis of revised (reduced) Price.

OR

Through “Reverse Auction” amongst the L-1 Bidders online, if “Reverse Auction” is available in online mode.
The above Principle may be followed for offline tenders also.

All factual details including complaints and negotiations, if any, to be brought out andreasons for recommendation of award to be recorded in TCR in detail.

The tender committee submits final recommendations (covering Part-I & Part-II) in detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associate finance.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period through e-Procurement portal and confirmed by registered letter. 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, completion and maintenance 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 award will constitute the formation of the Contract.
The works should be completed within the period specified in the NIT from expiry of *30(Thirty)days from the issue of letter of acceptance issued by department or within 7days of handing over of the site, whichever is later.

26.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.
In case of failure to submit performance security and enter in to agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids in accordance with Guidelines for Debarment of firms from Bidding.

26.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

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

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

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

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

27. PERFORMANCE SECURITY/ SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Security Deposit shall consist of two parts;

A. Performance Security to be submitted at award of work and

B. Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

For details refer Clause No. 3 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 minimum wages as per minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT.

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 given 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 all the cases mentioned above, the contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

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

The contractor shall also comply with the provisions of the CMPF/ EPF and regularly deposit the

contributions in accordance with the same. The Company shall have no liability whatsoever in this regard

Note:

1. 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/Subsidiary.
2. (i) 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 th accounting year irrespective of whether they are covered under Payment of Bonus Act, 1965 or not".

   (ii) 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.

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

   e. fraud;

   ii. riotous or violent behavior; or

   iii. theft, misappropriation or sabotage of any property belonging to CIL or its Subsidiaries

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

3. Any other statutory payment to employed labour which are introduced or modified during the duration of the contract shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary. The decision of the company in this regard shall be final.

28.2 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to otherapplicable labour laws.

28.3 The payment to the contractor's labourers has to be made through Bank only.

28.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act,1965 as amended from time to time.

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

a. Work Order details

b. Details of Contractor workers and payment of wages in respect of each Work Ordereach month.

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

28.6 Contractors should deploy suitably experienced workers as mentioned in relevant Govt.circular.

NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 28.1 shallstand amended to this extent before notification of bid.

29. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of High Court of Odisha, Cuttack Bench only.

30. DEEMED EXPORTS

If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government.

The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

31. CONSULTANTS NOT TO BID & VICE-VERSA:

A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

32. SUB-CONTRACTOR/ SUB-VENDOR:

32.1 The contract agreement will specify major items of supply of services. Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc or reputed brand in that order.

2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification/ any other International quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge.

However, such approval of the Engineer in Charge/ Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

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

32.3 The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

33. e-payment:

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

34. Integrity Pact (Applicable for bids with estimated cost exceeding Rs. 5Crores):

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

34.2 Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the CIPP as available in the Bid document (Annexure -IXA) online at e-procurement portal of CIL. 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 all partners shall sign at the time of agreement.

35. Changes in Firms Constitution to be intimated

Previous approval in writing of the Engineer-in-Charge shall be obtained before anychange is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

36. Miscellaneous:

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

36.2 The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in

accordance with Indian Electricity Rule before execution of electrical works, if any.

36.3 After opening of the Tender if the company decides to seek clarification, the tenderer should be in a position to depute their representative, at short notice, with full authority on technical and other matters.

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

36.5 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.

36.6 The bidders will be required to accept the Bid documents as available through undertaking as available in the Bid Document.

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

36.8 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. The contractor will submit the following documents within 30 days of issue of LOA, for execution of Agreement:

i. Non Judicial Stamp Paper of appropriate value as per Stamp Duty Act as applicable for the worksite.
ii. Articles of Agreement,
iii. Notice Inviting Tender and Instruction to Bidders,
iv. Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
v. Letter of Acceptance of Bid,
vi. Copy of security deposits
vii. While entering into a contract with partnership firm /Joint Venture care should be taken to obtain written consent of all the partners to the arbitration agreement.
viii. Scope of works / Technical Tender Document
ix. Bills of Quantities,
~~x. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor~~
xi. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970, if required.
xii. Insurance Policy certificates (Worker's Compensation Policy, Group Personnel Accident Insurance (GPAI) Policy, if required & All Risk Policy) duly pledged in the name of respective company.
xiii. CMPF / EPF Registration certificate.
xiv. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor.
xv. List of Technical & Supervisory Personnel to be deployed for execution of the work
xvi. Payment Schedule after competent approval of Tender Approving Authority (limited to concerned Director of CIL/Subsidiary)
xvii. Any other document, if required.

NOTE: In case of JV, the contract agreement should be signed by each JV members.

37. Restriction on Procurement from a bidder of a country which share a land borderwith India and on sub-contracting to Contractors from such countries:

I. Any bidder from a country which shares a land border with India will be eligible to bid inthis tender only if the bidder is registered with the Competent Authority.

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

III. "Bidder from a country which shares a land border with India" for the purpose of thisOrder means. -

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

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

d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other)agent of such an entity; or

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

g. A JV where any member of the JV falls under any of the above

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

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

Explanation--

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

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

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

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

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

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

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

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SECTION -III

CONDITIONS OF CONTRACT

SUB-SECTION – I

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Definitions:

i. The word "Company'" or "Employer" or "Owner" wherever occurs in the conditions, means the Mahanadi Coalfields Limited (MCL), represented at the headquarters of the Company by the General Manager (Mining)/HOD(Solar/RE) or his authorized representative or any other officer specially deputed for the purpose.

ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.

iii. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

iv. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a JV (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity.

v. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.

vi. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

vii. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

viii. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

ix. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

x. "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.

xi. "Prospective bidder" means anyone likely or desirous to be a bidder.

xii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case maybe.

xiii. "Site" means the land and places including any building and erection thereon, over,under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

xiv. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.

xv. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from

time to time by the owner.

xvi. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.

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

xviii. GM(Min)/HOD(Solar/RE) is the Engineer-in-charge who will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge.

~~NOTE:~~

~~i. For works awarded from CIL / Subsidiary HQ: EIC shall be Area GM~~

~~ii. For works awarded from Area: EIC shall be Staff Officer (concerned department)~~

~~iii. For works awarded from project: EIC shall be Sub-Area Manager~~

~~iv. For works to be executed at HQ, EIC shall be HOD (Respective Department / Section)~~

xix. The "Procurement contract" (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for other services’ under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term “contract” will also include “rate contract’ and “framework contract”.

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

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

xx. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

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

xxii. 'Contract price/value' shall mean the lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price/value.

'Contract value' / 'Contract price' / 'Contract amount' shall mean:

a. In the case of lump sum contracts, the total sum for which tender is accepted by the Company inclusive of applicable GST,

b. In the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.

NOTE: For the purpose of deriving the value of Performance Security, retention money & liquidated damages (penalty) during the execution, the contract price /value/amount shall be excluding GST

xxiii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the

Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

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

xxv. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.

xxvi. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.

xxvii. "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.

xxviii. 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.

xxix. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.

xxx. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.

xxxi. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.

xxxii. "Trial Operation", "Reliability Test", Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.

xxxiii. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.

xxxiv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation underthis contract.

xxxv. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.

xxxvi. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract. (Note – Defect liability period (DLP) for this tender shall be One Hundred Twenty (120) calendar months commencing immediately upon the satisfactory completion of the Performance Guarantee (PG) Test).

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

(a) drawings furnished by the owner/consultant as a basis for proposals,

(b) supplementary drawings furnished by the Owner/Consultant to clarify and to define ingreater detail the intent of the contract,

(c) drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,

(d) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and

(e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,

xxxviii. "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 thesubject

matter of the contract.

(i) A.S.M.E. Test codes.

(ii) A.I.E.E. Test codes.

~~(iii) American Society of Materials Testing Codes.~~

(iv) Indian Electricity Act and Rules and Regulations made thereunder.

~~(v) Indian Explosive Act and Rules and Regulations made thereunder.~~

~~(vi) Indian Petroleum Act and Rules and Regulations made thereunder.~~

(vii) 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.

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

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

xli. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.

xlii. "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per xxv.

xliii. "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.

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

xlv. "Bank Guarantee" shall mean the Bank Guarantee to be provided by ..... to.....

xlvi. 'Tender Accepting Authority (TAA)/ Awarding 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 to approve the Tender.

Tender Accepting Authority (TAA)/Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per the prevalent DoP of CIL/Subsidiary.

Note: Interpretation of Tender Accepting Authority (TAA)/ Awarding Authority as above is applicable for the existing and future contracts.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

i. Non Judicial Stamp Paper of appropriate value as per Stamp Duty Act as applicable for the worksite.

ii. Articles of Agreement,

iii. Notice Inviting Tender and Instruction to Bidders,

iv. Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,

v. Letter of Acceptance of Bid,

vi. Copy of security deposits

vii. While entering into a contract with partnership firm /Joint Venture care should be taken to obtain written consent of all the partners to the arbitration agreement.

viii. Scope of works / Technical Tender Document

ix. Bills of Quantities,

x. ~~Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor~~

xi. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970, if required.

xii. Insurance Policy certificates (Worker's Compensation Policy, Group Personnel Accident Insurance (GPAI) Policy, if required & All Risk Policy) duly pledged in the name of respective company.

xiii. CMPF / EPF Registration certificate.

xiv. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor.

xv. List of Technical & Supervisory Personnel to be deployed for execution of the work

xvi. Payment Schedule after competent approval of Tender Approving Authority (limited to concerned Director of CIL/Subsidiary)

xvii. Any other document, if required.

NOTE: In case of JV, the contract agreement should be signed by each JV members.

2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under theContract.

2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 4.0 herein after.

2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.

2.4 The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time of 60 days, then it should be done with the competent approval of Tender Approving Authority (limited to Director of CIL/Subsidiary)

2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.

2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the ownerwith at least six (6) true copies of agreement within thirty (30) days after the signing of thecontract.

2.8 The date of commencement of work shall be from the next day of execution of agreement or handing over of each site whichever is later.

2.9 The laws applicable to this contract shall be the laws in force in India. High Court of Odisha, Cuttack Bench only shall have exclusive jurisdiction in all matters arising under this contract.

3.0 Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory.

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

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract

including execution of work according to the Drawings and Specifications forming part of the particular contract document.

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.

4.0 PERFORMANCE GUARANTEE/SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

4.2 Performance Security (first part of security deposit) should be 5% of value of contract value, and should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below.

- A Bank Guarantee (BG) 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……

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.

- Demand Draft drawn in favour of ……. on any Scheduled Bank payable at its Branch at…….

However, Company may approve submission of Performance Security beyond 21days 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.

4.3 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 ……..

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:

Name of Beneficiary & its details	Name	
	Area	
	Bank Account No.	
	Department	
Beneficiary Bank & Address		
IFCS Code		

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.
Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).
In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.
Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.
In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

Note:

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 Finance Department of 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 Retention Money should be deducted at 5% from running on account bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document. Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs.

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.

4.5 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

4.6 Performance Security / Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory PG Test.

Performance security/ Retention Money/ security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(one) year in one instance which must cover the time period of 90 days beyond completion of Defect Liability period.

4.7 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,

(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer, fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

4.8 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

4.9 All Bank Guarantees are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG issued by outstation bank shall be operative at its local branch at……...or branch at……..

4.10 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

4.11 Performance Security deposit shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the engineer In-charge within the said defect liability/ operation/ maintenance/guarantee period or its due extension till completion of the rectification/ replacement works as required.

In case the successful bidder fails to submit the Performance security within the stipulated time then

the award of work may be cancelled with forfeiture of the bid security/ earnest money.
Additionally, the company shall ban such defaulting contractor as per the Guidelines of Debarment of firms from Bidding. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

5.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

5.1 Sub-contracting: The contract may provide for the contractor to get specified works executed from sub-contractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub-contracting may be for specialized items of work, such as reinforced earth retaining walls, pre-stressing works, and so on. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

5.2 The contractor may, after informing the Engineer-in-Charge and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract. Suppliers of the equipmentnot identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipment. Such assignment sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of engineer shall be void.

5.3 For components/equipment procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specificationsand enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the engineer and shall form a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components,a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

6.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

7.0 TIME - THE ESSENCE OF CONTRACT

7.1 The time and the date of completion of the works as stipulated in the contractor's proposal and

accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to. The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance or seven days after handing over the site for the first activity as per PERT network chart, whichever is later. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA. The site may be handed over in full or part.

The contractor shall give notice 30 days in advance prior to the completion of first activity for handling over the site required for Subsequent activity and this shall be provided as per the Critical/PERT network programme.

7.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changesshall be made in the contractor's operations to ensure proper progress.

For the purpose of this detailed time and progress/ PERT chart, the works shall be deemed to have commenced on the expiry of 30 days from the issue of letter of acceptance or sevendays after handing over the site of work, whichever is later.

7.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.

7.4 Subsequent to the award of the contract, the contractor shall make available to the engineer,a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

8.0 CHANGED QUANTITY

The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent (20%)of the original quantity ordered.

NOTE:

a. No payment shall be made or deducted for variation in the original quantity upto (+/-)20%.

b. Any variation beyond (+/-)20% shall be dealt as per DoP. The financial impact value for this purpose shall be considered for value beyond (+/-)20%

c. The financial impact shall be certified by the EIC in consultation with CMPDIL/Subsidiaries.

9.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions oflaw or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by Coal India Ltd. or other subsidiaries and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

10.0 CONTRACT PRICE ADJUSTMENT

10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.

10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subjectto price adjustment.

10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.

10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing thewages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPCwages of CIL as applicable and mentioned in NIT as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wages of CIL as applicable and mentioned in NIT, during the work/manufacture applicable to theplace of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this Volume.

10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract of this volume.

10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.

10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.

10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.

11.0 PACKING, FORWARDING AND SHIPMENT

11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipmentin such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.

11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.

11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.

11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor: the payment shall be made only after receipt and acceptance of material at site in goodcondition.

Application for payment in the standard format of the owner (3 copies),
Invoice (6 copies),

Packing list (6 copies),
Pre-dispatch clearance certificate, if any (3 copies), Test certificate, wherever applicable (3copies),

11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safecustody of all equipment.

12.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

13.0 INSURANCE

13.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risksas detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner as elaborated at clause 13.5. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

13.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, till such time the plant is taken over by the owner, shall be to the account of the contractor. Thecontractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract. The contractor shall provide the owner with a copy of all insurancepolicies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc. as may be necessary well in time.

13.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, storage at site, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover theentire value of the works from time to time.

13.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

13.5 All insurance claims, payable by the insurers, shall be paid to the Owner which shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

13.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

13.7 The Contractor shall pay directly the ex-gratia amount of [Rs 15 lakhs* or such other amount as decided by the Company from time to time] to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker

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 15 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 be 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.

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.

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.

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

14.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION & INCENTIVES/ BONUS FOR EARLY COMPLETION

15.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week or part thereof of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

15.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of10% of the contract price.

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

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

15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 20.6 of General Terms and Conditions of Contract.

15.2 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

15.3 Incentives/ Bonus

Provision of incentives for completion of work before schedule should be sparingly made after careful assessment of tangible benefits therefrom and disclosed in the tender documents in clear monetary terms with approval of Estimate Approving Authority.

Incentives/ Bonus of one percent of the contract value per month subject to a maximum of five percent of contract value, for early completion be built into the contract very judiciously. To avail the incentive clause, it shall be mandatory on the part of the contractor to report the actual date of completion to the concerned Engineer-in-charge. The Engineer-in-charge shall report the actual date of completion of the works as soon as possible so that the report is received within seven days of such completion by the concerned CA. The completion of work shall mean here satisfactory completion of work without any defects to the satisfaction of EIC. The payment of incentives/ bonus shall be done after the completion of defect liability period (DLP).

This clause shall be applicable for Original Works (valuing not less than Rs.100 crore including GST) only.

16.0 CONTRACTOR'S DEFAULT

16.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, if writing by the engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works whollyor in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section.

16.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

16.4 The bidding documents will clearly state that, if the contractor fails to complete the workand the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to

him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

17.0 FORCE MAJEURE

17.1 Force majeure is herein defined as any cause which is beyond the control of the contractor orthe owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

(b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, provided either party shall within fifteen (15) days from theoccurrence of such a cause notify the other in writing of such causes.

(c) The successful Bidder/ Contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(d) For delays arising out of Force Majeure, the successful Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the successful Bidder/ Contractor shallbe liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeureconditions did actually exist.

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

17.2 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT

18.1 Delays in Execution

i) A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of the procuring entity or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractoror other contractors, those of the procuring entity or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract.

These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

b) Compensable delays – or Compensation Events, which put full burden of responsibility on the Procuring Entity as covered in the GCC; and

c) Inexcusable delay (contractor’s own faults), which puts the full burden of responsibility on the contractor.

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

ii) Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default

termination, can be imposed on the contractor.

18.2 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.

19.0 Extension of date of completion

19.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge:

a. due to any reasons defined as Force Majeure.
b. non-availability of stores which are the responsibility of the owner to supply
c. non-availability or breakdown of tools and plant to be made available or made available by the owner
d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

19.3 Extension of Contract Time for completion

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

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

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company shall be liable to pay nor bidder / contractor shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

B. Delays in Execution

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

a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;

b) Compensable delays – or Compensation Events, which put full burden of responsibility on CIL/Subsidiary and

c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.

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

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

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

a. Excusable delays

b. Compensable delays

c. Portion of Concurrent delays to be decided judiciously by the EIC.

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

a) Force Majeure as defined above;

b) Abnormally bad weather.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

f) Non-availability or breakdown of tools and plant to be made available or made available by the company.

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor

i) Delay caused by any written instruction of the Engineer in Charge.

j) Any circumstances which are wholly beyond the control of the contractor and unavoidable

k) Portion of Concurrent delays as decided judiciously by the EIC

A. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Min)/HoD(Solar/RE) during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case.

Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of CIL/ Subsidiary.

General Principles for Granting Extension of Time

i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.

ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.

iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.

i) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.

ii) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge

shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

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

a. The contractor must apply to the Engineer-in-Charge in writing for extension of time.

b. Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.

c. Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).

d. The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

iv) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or not reasonable, is final. If the Engineer-in-Charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to process the extension of time, the contractor may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

v) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Min)/HoD(Solar/RE) during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of CIL/ Subsidiary.

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

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

a. Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.

b. The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref Cl (ix) above. This should be processed preferably 15 days prior to the expiry of Contract Period.

c. If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

vii)The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.

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

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

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

ix) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

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

20.0 Cancellation, Termination, Suspension & Foreclosure of Contract

20.1 Cancellation of Contract-The owner 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 thecontractor

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

or

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

or

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

or

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

or

e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

or

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

20.1.1 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

20.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

20.3 Termination of Contract-The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

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 reorganisation, 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 the legal representative or to the partnership concern.

20.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners,are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

20.5 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers

a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.

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

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

or

ii) 20% of value of incomplete work (Contract Value minus already executed value of thework).

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.

20.6 Suspension of Contract- The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the contractor in writing tosuspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs

are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

20.7 Foreclosure of Contract (in full or in part) - If at any time after acceptance of the tender, 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:

a. 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.
b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor fromsite to his place.
d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 20.8 (b), (c) and (e) above, 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.

21.0 NO WAIVER OF RIGHTS

Neither the inspection by the owner or the engineer or any of their officials, employees or agents nor any order by the owner or the engineer for payment of money or any payment foror acceptance of, the whole or any part of the works by the owner or the engineer, nor any extension of time, nor any possession taken by the engineer shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

22.0 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 orprejudice the rights of the owner against the contractor or relieve the contractor of hisobligations for the due performance of the contract, or be interpreted as approval of theworks done or of the equipment furnished and no certificate shall create liability for theowner to pay for alterations, amendments, variations or additional works not ordered, inwriting, by the engineer or discharge the liability of the contractor for the payment ofdamages whether due, ascertained, or certified or

not, or any sum against the payment ofwhich he is bound to indemnify the owner, nor shall any such certificate nor the acceptanceby him of any sum paid on account or otherwise affect of prejudice the rights of thecontractor against the owner.

23.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

24.0 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusivelyin the contract.

25.0 RELEASE OF INFORMATION

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

26.0 CONSTRUCTION OF THE CONTRACT

26.1 In case, Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the Owner in the form acceptable to the Owner for keeping the equipment in safe custody and to utilise the same exclusively for thepurpose of the said contract.

26.2 The contract shall in all respects be construed and governed according to Indian Laws.

26.3 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under thecontract (s) and for the measurement of deviations or modifications under the contract (s).

27.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section.

28.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time of the provisions of this contract or anyrights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

29.0 ENGINEER-IN-CHARGE'S DECISION

29.1 In respect of all matters which are left to the decision of the engineer including the granting or with holding of the certificates, the engineer shall, if required to do so by the contractor give in writing a decision thereon.

29.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer's decision and the decision shall become final and binding.

29.3 The engineer's decision and the filling of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as rendered shall be promptly observed.

30.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The contractor shall agree to co-operate with the owner's other contractors and consulting engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressedby the contractor to other sub-contractors and consulting engineers in respect of such exchange of technical information,

31.0 TRAINING OF OWNER'S PERSONNEL

31.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the contractor and the owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.

31.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.

31.3 In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

32.0 POWER TO VARY OR OMIT WORK

32.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation andbe bound by the same conditions as far as applicable as though the said variation occurredin the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer there of in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any suchvariation shall be added to or deducted from the contract price as the case may be.

32.2 In the event of the engineer requiring any variation, such reasonable and proper notice shallbe given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.

32.3 In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of any charges in respectof any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.

32.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, inwriting, so to the extent of any change in the price, before in contractor proceeds with the change.

32.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.

32.6 Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

NOTE:

a. No payment shall be made or deducted for variation in the original quantity upto (+/-)20%.

b. Any variation beyond (+/-)20% shall be dealt as per DoP. The financial impact value for this purpose shall be considered for value beyond (+/-)20%.

c. The financial impact shall be certified by the EIC in consultation with CMPDIL / Subsidiaries.

d. In case there is any type of work which is not defined in the Scope of Work of tender document but however is necessary for completion of the tendered work then the same may be taken up as per Rule 194(i) of GFR by DoE i.e. single source selection

33.0 GUARANTEE/ DEFECT LIABILITY

31.1 The Contractor shall ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and be free from defects in material, design, manufacture and workmanship for a period of One Hundred Twenty (120) calendar months commencing immediately upon the satisfactory completion of the Performance Guarantee (PG) Test.

31.2 PV modules used in grid connected solar power plants must be warranted for peak output power at Standard Testing Condition STC), which shall not be less than 90% at the end of ten (10) years and not less than 80% at the end of twenty-five (25) years.

31.3 All plant equipment and components and overall workmanship of the grid connected solar power plants shall be warranted for a minimum of 10 years. Solar PV Modules shall have product warranty for 10 years and performance warranty for 25 years.

31.4 At the end of Contract period, the Contractor's liability shall cease. Owner shall be entitled to the benefit of such warranty given to the Contractor by the original contractor or manufacturer or supplier of such goods.

33.5 The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractor (s)/ sub-vendor (s) or replacement of the complete equipment, under normal use and arising solely form faulty design, manufacture, materials, and/or workmanship provided always that such defective parts/ equipment are repairable at the site/ replacing the equipment as a whole without hampering the operation of the plant. Such replaced defective parts/ old equipment shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall be carried out by the engineer in charge of the employer during the 120 calendar months, as the plant is under the supervision of the contractor's supervisory engineers/staff.

33.6 The operation of the plant will be done ~~departmentally by the respective subsidiary companies or~~ by the EPC contractor, as per provisions of tender document. ~~However, **in both cases**~~ the successful EPC contractor shall be responsible for maintaining the plant during 120 calendar months including repair, replacement of the spare parts, components, equipment etc. free of cost.

33.7 If the facilities or any part thereof cannot be used by reason of such defect and/or making good such defect, 120 calendar months (i.e. ten years of Defect liability period (DLP) including maintenance of plant by contractor or ten years of Maintenance of plant by contractor, as per the provisions of tender document) of any facilities or such part, as the case may be, shall be extended by a period equal to the period during which the facilities or such part cannot be used by the employer because of aforesaid reasons.

33.8 In case of failure of any equipment/system in during the initial period of 120 calendar months (i.e. ten years of Defect liability period (DLP) including maintenance of plant by contractor or ten years of DLP including Maintenance of plant by contractor, as per the provisions of tender document) the EPC contractor shall repair/replace the equipment/ system etc. at his own cost.

34.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

34.1 If during the progress of the works the engineer shall decide and inform in writing to the contractor, that the contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the contractorfails to do so, the engineer may on giving the contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so

complained of and,at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

34.2 The contractor's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacements and the contract price portion for such defective plant and repayments of any sum paid by the owner to the contractor in respectof such defective plant. Should the owner not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to repayment of all sumspaid by the owner under the contract for such defective plant.

35.0 DEFENCE OF SUITS

If any action in court is brought against the owner or engineer or an officer or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub- contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

36.0 LIMITATIONS OF LIABILITIES

Except in cases of criminal negligence or willful misconduct,

i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.

ii) The contractor shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.

iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

37.0 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the constructionof such clause.

38.0 TAXES, PERMITS & LICENCES

38.1 The contractor shall be liable and pay all- Indian taxes, (other than GST) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor forhis personal income and property only. This clause shall be read in conjunction with clause
11.3 of Instruction to Bidders.

The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company Claim Input Tax Credit under the applicable laws. The invoice shall be in compliance with the relevant rules.

CIL/ Subsidiary is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by CIL/ Subsidiary at the time of supply, along with the bills/invoice as per relevant rules for enabling CIL/ Subsidiary to claim Input tax credit benefit.

38.2 The Company shall deduct Income Tax as per prevalent rate from time to time from the gross amount (excluding GST) of the bill payable to the contractor; at present the rate of deduction is 1% for individual/proprietorship firm and 2% for others. However, if the contractor produces a certificate from the Income Tax authorities for no deduction of tax/deduction of tax at reduced rate, the same

shall be complied with by the Company.

38.3 An amount of 1% of the work value payable to the contractor will be deducted from all bills for all civil & Structural works only towards the workers welfare under "The Building and Other Construction Workers' Welfare Cess Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Rule, 1998, if applicable.

39.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, photographs, test certificates, etc. such progress report shall be in the form and size as may be required by the engineer and shallbe submitted in at least three (3) copies.

40.0 LONG TERM AVAILABILITY OF SPARES

40.1 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub- contractors the contractor will provide the owner two years in advance, with full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

40.2 Further, in case of discontinuance of supply of spares by the contractor or his sub-contractors the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.

40.3 The contractor shall provide the owner with a "directory" of his sub-contractors giving the addresses and other particulars of his sub-contractors. The owner, if he so desires, shall have the right to procure the spares directly from sub-contractors.

40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which may be procured to cover long term requirements beyond the One Hundred Twenty (120) calendar months, will be generally in accordance with the mutually agreed prices.

40.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 40.4. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

40.6 The procedure specified in clause 40.4 and 40.5 shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.

40.7 The Contractor shall indemnify the owner for the availability of long time spares as per the terms and conditions laid down above in clause 40.1 to clause 40.6.

40.8 In case of equipment/ system (including manufactured domestic and overseas) the availability of spare parts for additional One Hundred Twenty (120) calendar months after One Hundred Twenty (120) calendar months (i.e. ten years of Defect liability period (DLP) including maintenance of plant by contractor or ten years of Operation & Maintenance of plant by contractor, as per the provisions of tender document) shall have to be guaranteed by the contractor. In this regard,the contractor will have to provide, an undertaking from the respective OEMs regarding supply of spare parts and maintenance support as and when required during the said period, before starting of Defect Liability Period.

41.0 PAYMENT

41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract. The payment to the contractor will be made through Electronics Mode.

41.2 CURRENCY OF PAYMENT

All payments under the contract shall be in Indian Rupees only. **The paying authority will be General Manager (F), MCL HQ.**

41.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty 30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

41.4 PAYMENT SCHEDULE

The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the variouskey phases of works prepared as per condition of this section. while preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

41.5 INTERIM PAYMENTS

41.5.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.

41.5.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

41.5.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

41.6 TERMS OF PAYMENTS

41.6.1 Payment: Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as interim payment towards the total contract value.

The Contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer.

All such payments shall be made by the Employer online within a month from the dateof the submission of claims/bills. Payment will also be governed by Clauses of 3.0 of General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed:

41.6.1.1 The payment shall be as follows:

a) All running on account bills shall be paid at 95% (ninety five percent) of work value (location wise) on pro rata basis. The balance 5% of the work value (excluding GST) shall be treated as retention money and will be second part of security deposit.
b) The Supply bills should be submitted along with requisite documents for release of payment.
c) Payment terms of CAMC: Bills should be submitted along with duly certified quarterly report of CAMC signed by the bidder (Authorized representative) for release of payment. For satisfactory performance, a minimum CUF of 15% shall be achieved during the CAMC period. For each 1% decrease from the minimum CUF i.e. 15%, 6% of the Annualized value of CAMC value will be deducted from the CAMC Bills. The applicable taxes will also be deducted from CAMC bills. Penalty shall be calculated on yearly basis.

41.6.1.2 Final Bill:

As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.

In cases where the Preliminary Acceptance Test (start-up & trial operation) and Final Acceptance Test (Performance Guarantee Test) is not completed for reasons not attributable to the contractor, the payment which is to be released after Preliminary Acceptance & Final Acceptance certificate will be released against equivalent amount of Bank Guarantee with validity upto actual completion (Initial BG validity should for 1(one) year and to be extended tillactual completion of respective tests.

42. 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.

Effort shall be made to resolve the dispute in two stages:
In first stage dispute shall be referred to GM(Min)/HOD(Solar/RE). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.If differences still persist, then matter shall be resolved through conciliation.

Conciliation:

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.
If differences still persist, the settlement of the dispute shall be resolved in the following manner:
Disputes or differences relating to the interpretation and application of 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 boththe parties.

In case of parties other than above Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

43.0 A Settlement of Disputes through Arbitration

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration.
However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

(iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of theUnion of India.

(v) Legal Advice:
While processing a case for arbitration, the purchase organization is to take legal advice, atappropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

(vii) Contracts with Partnership firm/ JV:
A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /JV care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

(viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% ofthe arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

(ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

(x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to acceptarbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

44.0 GST On Works Contracts

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

All investments, operating expenses, incidentals, overheads etc. as may be attendant uponexecution 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 bereimbursed by the Company on production of documentary evidence in support of paymentactually made to the concerned authorities.

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

The item wise rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant GST Act and the rules made thereunder and afteronline 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 Bill/Invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

If CIL/Subsidiary fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital

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

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

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.

45.0 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.

46.0 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.

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SECTION -III

CONDITIONS OF CONTRACT

SUB-SECTION -II

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

SUB-SECTION – II

ADDITIONAL TERMS & CONDITIONS OF CONTRACT

~~The following additional terms & conditions are also acceptable to the company. The tenderersare requested not to quote any additional conditions in their tender.~~

~~1. Mobilisation Advance:~~

~~i) In the case of works whose estimated value is more than Rs.100.00 Crore, a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee for 110% advance amount.~~

~~ii) Mobilization Advance against survey, soil investigation, design & engineering will be paid in two equal installments - one after signing of the agreement and the second after the system design drawings have been completed and detailed design work is to be taken up by the contractor.~~

~~iii) Mobilization Advance against supply of equipment shall be released only after the contractor has finalized their vendors/suppliers for the specific equipment and the amount of advance shall be proportionate to the value of equipment for which vendors/suppliers have been finalized vis-à-vis the total value of equipment offered in the contract limited to 10% of the contract value.~~

~~iv) Mobilisation Advance against works contract for site activities shall be paid in two equal installments. First installment shall be paid after the contractor has opened their site office and having finalised their subcontractors. The second installment shall be paid for taking procurement action of construction materials like reinforcing steel and structural steel bythe contractor.~~

~~v) The mobilisation advance shall be recovered from the bills of the contractor from the second running on account bills onward @ 20% of the advance amount paid. However, the full amount of mobilization advance will be recovered maximum within scheduled date of completion as per agreement excluding Defect Liability period.~~

~~Though the 'Mobilization Advance' shall be given interest free but the interest shall be charged as per the rate of CIL's borrowing rate under cash credit arrangement as varying from time to time to be compounded quarterly, on delayed recoveries either due to thelate submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause for 'Mobilization Advance' elsewhere.~~

~~In addition to the above, interest will be charged as per aforesaid rate on Mobilization Advance in case the contract is terminated due to default of the Contractor.~~

~~vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at anytime is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank /Scheduled Bank.~~

~~vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.~~

~~viii) In case of "Machinery and Equipment advance", insurance and hypothecation to theemployer shall be ensured.~~

~~ix) Mobilization advance will be given in instalments and subsequent instalments will bereleased after getting satisfactory utilization Certificate from the contractor for the earlier instalments.~~

2. PRICE VARIATION CLAUSE:

The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties.

~~2.1 CEILING ON PRICE VARIATION DUE TO ESCALATION~~

~~There shall be a ceiling on price variation due to escalation covered under clauses mentioned hereinbefore on the contract, limited to 10% of that portion of Contract Price for which price variation is applicable.~~

2.2 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.

Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) as on the last date of submission of bid, with the taxes, duties, levies etc. during the manufacture/works/ supply, as the case may be, shall be born by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.

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SECTION -III

CONDITIONS OF CONTRACT

SUB-SECTION -III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

Special Terms and Conditions

1) General Scope of Work

Successful bidder is responsible for the complete lifecycle of the project. The scope of the tender includes:

a) Site Survey and Analysis: A thorough assessment of the installation site(s) which includes geotechnical analysis to determine soil bearing capacity for foundation design and a shading analysis to ensure optimal solar exposure & energy yield.

b) DPR mentioning the locations, necessary details related to design, installation, commissioning, etc. The locations for installation of solar trees will be provided by MCL. The installation work of proposed solar trees will start after the approval of DPR.

c) Statutory approvals: Obtaining all the necessary approvals from Central/State Authorities, Agencies will be in the scope of successful bidder.

d) Design, Supply, and Fabrication: The contractor will be responsible for the detailed design, engineering, sourcing & transportation of all components to the site and fabrication of the solar tree structure.

e) Installation, Testing, and Commissioning: This includes civil works for the foundation, erection of the structure, installation of all electrical components including synchronization with nearest distribution panel, system testing, and final commissioning of the solar tree.

f) All design, components and installation work must comply with latest regulations & standards of CEA (Measures Relating to Safety and Electric Supply) Regulations 2023, OERC, BIS, IEC, etc.

g) Comprehensive Operation and Maintenance (O&M) for a period of ten years, which includes warranty on all components of Solar Tree and online monitoring through SCADA.

2) Structural and Civil Specifications:

a) Design: The design must be aesthetically pleasing, often resembling a tree with a "phyllotaxy" or spiral leaf arrangement to minimize self-shading and maximize wind load distribution. These designs must prove the structure can withstand local wind loads as per relevant codes (e.g., IS 875 Part III).

b) Main Structure (Trunk and Branches):

The main pole and branching arms should be made of high-strength, corrosion-resistant materials such as galvanized steel. The steel should conform to the latest BIS 2062 standards or equivalent international standards. All structural members should have a minimum galvanization thickness of 86 microns to prevent corrosion as per IS 4759. A minimum ground clearance of 3 meters is to be maintained to ensure safety.

c) Foundation:

A reinforced concrete cement (RCC) open type foundation is standard. The design should be based on the soil bearing capacity at the site and the total load of the solar tree. The foundation block must have a neat cement plaster finish and be raised at least 300mm above the finished ground level to prevent waterlogging issues during monsoons.

3) Photovoltaic (PV) Module Specifications:

a) **Positioning the Panels:** The solar panels are mounted onto the branches. The way they are arranged can impact efficiency. Some designs use a spiraling phyllotaxy pattern to minimize shading of lower panels by the upper ones. It's crucial to ensure that the panels are securely fastened to withstand wind.

b) **Panel Angle:** The tilt angle of the solar panels is critical for optimal energy absorption. This angle vary depending on the geographical location.

c) **Type and Efficiency:** Highly efficient Monocrystalline PERC (Passivated Emitter and Rear Cell) or TOPCon (Tunnel Oxide Passivated Contact) solar modules of at least 550 Wp with module conversion efficiency of not less than 21 % under Standard Test Conditions (STC).

d) **Certifications:** Solar modules must be listed in latest ALMM list of MNRE. PV modules must comply with international standards such as IEC 61215 for design qualification and IEC 61730 for safety. They should also be resistant to Potential Induced Degradation (PID) (IEC 62804), salt mist corrosion (IEC 61701).

e) **Performance Warranty:** A linear power output warranty guaranteeing not less than 90% of the rated output at the end of 10 years and not less than 80% at the end of 25 years.

f) **Identification:** Each module should have an RFID tag for traceability, containing information like the manufacturer's name, model number, and manufacturing date as per MNRE

guidelines.

g) **Connectors:** Industry-standard connectors like MC4 should be used for reliable and safe interconnection of PV modules.

4) Electrical Components Specifications:

a) Junction Boxes: Junction boxes containing fuses, DC disconnector/switch with minimum of IP67 protection to prevent dust and water ingress.

b) Inverter:

Type: A grid-tied string inverter with multiple Maximum Power Point Tracking (MPPT) to mitigate partial shading effects from the tree structure along with integrated or compatible zero export functionality.

Efficiency: Minimum 97% efficiency.

Grid Compliance: Must comply with CEA (Technical Standards for Connectivity to the Grid) Regulations. This includes features like Low/High Voltage Ride Through (LVRT/HVRT), frequency ride-through, and the ability to provide reactive power support as per OERC/DISCOM requirements.

Protection: The inverter must have anti-islanding protection (IEC 62116), which disconnects it from the grid during a power outage to ensure the safety of utility workers.

Ingress Protection: Minimum IP65 rating for outdoor installation.

Warranty: A minimum product warranty of 10 years.

c) Cabling and protection:

Cables & connectors: All DC and AC cables should be appropriately sized and TUV certified, UV resistant. Cabling should be neatly managed within conduits.

Earthing: Maintenance-free chemical earth pits with a maximum resistance of 1 Ohm conformance to IS 3043:1987 is required.

Lightning Protection: Early Streamer Emission (ESE) type lightning arrester must be installed at the highest point of the solar tree structure, providing a protection radius covering the entire tree.

5) System Performance:

a) System Capacity: The capacity of each solar tree is of two variants i.e. 5kW and 10 kW.

b) Data Monitoring: Data acquisition system/Data logger is often required to remotely monitor energy generation, inverter status & faults, irradiance and other system parameters required for performance analysis.

c) Multi-colored decorative lighting on the tree structure during dark hours.

6) Cleaning arrangement:

Bidder has to provide cleaning arrangement (as per requirement) such as motor pump set along with required water pipes & Taps, storage tank of required capacity (If required), other tools & tackles, etc. for ensuring weekly cleaning of solar modules. Inlet for water supply shall be provided by MCL.

7) Danger boards should be provided as and where necessary as per CEA safety regulations, 2023 as amended up to date. Text of the signage may be finalized in consultation with MCL

8) Necessary firefighting system must be provided.

9) The bidder has to display a board at the project site mentioning the following:

a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.

b. The size and type of board and display shall be approved by Engineer-in-charge.

10) The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance including watch and ward during CAMC period i.e. for a period of 10 years.

11) The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

12) Any supplies which have not been specifically mentioned in this contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient

and smooth operation and maintenance of the solar trees.

Special Terms & Conditions for CAMC.

1) The Comprehensive Annual Maintenance Contract (CAMC) of Solar tree shall cover wear& tear, overhauling, Preventive &breakdown maintenance, insurance, and repair or replacement of defective parts of solar plant such as modules, inverters/ Power Conditioning Unit (PCU), Junction boxes, Strings, cables, Data logger system, protection system, measuring equipment etc. The supply of sufficient spares, consumables & other parts for functioning of solar trees is in scope of successful bidder during CAMC.

2) The contractor shall take care of the surge protection devices including lightning devices & earth pit maintenance for minimizing failures due to High Voltage surges/ lightning surges. The damage due to lightning / High voltage surges shall be in scope of contractor during CAMC period.

3) CAMC contractor can change any of the parts/items of Solar trees with their resources with the written consent of the EIC or his representative during the CAMC, the changes/cost of the same will have to be borne by the contractor without any degradation of the performance of the solar system including its compatibility with the existing system.

4) The CONTRACTOR shall ensure sufficient specially trained technical staff. The CONTRACTOR should also ensure availability of expert Service Engineer in MCL in addition to the above specially trained technical personnel. A list of service personals and their mobile should be submitted by the contactor.

5) The CONTRACTOR shall ensure that in case of the breakdown of solar plant, the same is attended as early as possible. Plant shall be rectified and put into operation as early as possible to avoid penal action. Intimation shall be in any e-form such as SMS, E-Mail, Fax, WhatsApp etc.

6) In case the total system i.e solar plant remains under B/D more than 15 days at a stretch, the Company may get the same repaired by other agencies on single quotation basis/market rate and the cost incurred for the same on actual plus 10% of repair bill as handling charges shall be deducted from the Contractor’s bill in addition to penalty as specified elsewhere.

SECTION -III

CONDITIONS OF CONTRACT

SUB-SECTION -IV

GENERAL TECHNICAL CONDITIONS

SUB-SECTION – III

GENERAL TECHNICAL CONDITIONS

1. General:

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognised that the contractor may have standardised on the use of certain components, materials, processes or procedures different that those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the owner.

2. Limit of Contract:

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the technical specifications unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

3. Equipment Performance Guarantee:

3.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantees shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".

3.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, as detailed in the General Technical Conditions. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.

4. Engineering Data:

4.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the engineer will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

4.2 All engineering data submitted by the contractor after final process including review and approval by the engineer shall form part of the contract documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Engineer-in-Charge in writing.

5. Drawing:

5.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.

5.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.

5.3 The owner may use a 35 mm microfilm system in processing drawings. All drawings shall be suitable for microfilming. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawing reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use CDs/soft copy for computer based drawings.

5.3.1 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking, or a print made from a microfilm of the marked up drawing or in the form of aperture cards if the contractor has facilities to process such cards or print made from floppies for computer based drawings.

5.4 The drawings submitted by the contractor shall be reviewed by the engineer as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the engineer. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date.

5.5 Approval by the Engineer-in-Charge or his authorized representative: The Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Engineer-in-Charge or his authorized representative, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works.

The Engineer-in-Charge or his authorized representative's approval shall not alter the contractor's responsibility for design of the Temporary Works.

5.6. The drawings sent for approval to the Engineer-in-Charge shall be in quintuplicate. One print of such drawings will be returned to the contractor by the engineer marked approved/approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.

5.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Engineer-in-Charge, if so required.

5.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make any changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the Engineer-in-Charge. Approval of contractor's drawings or work by the Engineer-in-Charge shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

5.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown

schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.

5.10 **Operating and Maintenance Manual:** If "as built" drawings and/or operating and Maintenance Manuals are required the contract shall supply them by the dates stated in the contract data.

5.11 If the Contractor does not supply the drawings and/or Manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his Nominee's approval, the Nodal Officer or his Nominee shall withhold the amount stated in the contract data from payments due to the contractor.

6. Instruction Manuals:

6.1 The contractor shall submit to the engineer, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.

6.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.

6.3 The contractor shall furnish to the owner, twelve (12) sets of spare parts catalogue.

7. First Fill of Consumable, Oils And Lubricants:

All the first fill of consumable such as oils, lubricants and essential chemicals etc., which will be required to put the equipment covered under the scope of the specifications, into successful trial operation, shall be furnished by the contractor unless specifically excluded under the exclusions in the specifications and other documents.

8. Manufacturing Schedule:

The contractor shall submit to the engineer his manufacture and delivery schedules for all equipment within thirty (30) days from the date of the letter of acceptance of tender. Such schedules shall be in line with the detailed net-work for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the engineer-in-charge, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

9. Reference Standards:

9.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the engineer whose decision shall be final and binding.

9.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

10. Design Improvement:

10.1 The engineer or the contractor may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.

10.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement, the provision thereof, shall be deemed to have been amended accordingly.

11. Quality Assurance:

11.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this contract whether manufactured or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme tocontrol such activities at all points necessary. Such programme shall be outlined by the contractor and shall be finally accepted by the engineer after discussions before the issue of letter of acceptance of tender. A quality assurance programme of the contractor shall generally cover the following:

a. his organisation structure for the management and implementation of the proposed quality assurance programme:
b. documentation control system:
c. qualification data for bidder's key personnel:
d. the procedure for purchase of materials, parts components and selection of sub- contractor's services including vendor analysis, source inspection, incoming raw- material inspection, verification of materials purchased etc.:
e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
f. control of non-conforming items and system for corrective actions:
g. inspection and test procedure both for manufacture and field activities:
h. control of calibration and testing of measuring and testing equipment:
i. system for indication and appraisal of inspection status:
j. system for quality audits:
k. system for authorising release of manufactured product to the owner:
l. system for maintenance of records:
m. system for handling storage and delivery: and
n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

11.2 Quality Assurance Documents

The contractor shall be required to submit the following Quality Assurance Documents within three weeks after dispatch of the equipment:

i. all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.
ii. welder and welding operator qualification certificates.
iii. welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
iv. material mill test reports on components as specified by the specification.
v. the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan

were performed satisfactorily.

vi. sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.

vii. all non-destructive examination result reports including radiography interpretation reports.

viii. stress relief time temperature charts.

ix. factory test results for testing required as per applicable codes and standard referred in the specifications.

x. the engineer-in-charge or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

12. Engineer-in-charge's Supervision:

12.1 To eliminate delays and avoid disputes and litigation it is agreed between theparties to the contract that all matters and questions shall be referred to the Nodal officer and his decision shall be final. The nodal officer & Engineer-in-charge of the work shall be GM (Min)/HoD (Solar/RE), MCL HQ. The site engineer shall be Area GM or his representative, where the work shall be carried out.

12.2 The work shall be performed under the direction and supervision of the engineer. The scope of the duties of the engineer, pursuant to the contract, will include butnot be limited to the following:

i. interpretation of all the terms and conditions of these documents and specification.

ii. review and interpretation of all the contractor's drawings, engineering data etc.

iii. witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.

iv. inspect, accept or reject any equipment, material and work under the contract.

v. issue certificate of acceptance and/or progressive payment and final paymentcertificates.

vi. review and suggest modifications and improvements in completion schedules fromtime to time.

vii. supervise the quality assurance programme implementation at all stages of theworks.

viii. to receive and endorse the despatch documents enabling the contractor to clear the consignments.

13. Inspection, Testing and Inspection Certificate:

13.1 The engineer, his duly authorised representative and/or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.

13.2 The contractor shall give the Engineer/Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector. The Engineer/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.

13.3 The Engineer or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawingsand all or any equipment and workmanship which in his opinion is not in accordance with the contract. The

contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

13.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer/Inspector shall issue a certificate to this effect within fifteen (15) daysafter completion of tests but if the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer/Inspector. Failure of the Engineer/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.

13.5 In all cases where the contract provides for tests whether at the premises or works of thecontractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores,apparatus and instruments as may be reasonably demanded by the Engineer/Inspector or his authorised representative to carry out effectively such tests of the equipment in accordance with the contract and shall given facilities to the Engineer/Inspector or to his authorised representative to accomplish testing.

13.6 The inspection by Engineer-in-Charge and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

14. Test:

14.1 Start up

14.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and thecontractor for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.

14.1.2 The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

14.2 Trial Operation

14.2.1 The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.

14.2.2 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the engineer to enable the later to accord permission to carry out

performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for with holding the aforesaid permission.

14.3 Performance and guarantee test

14.3.1 The final test as to the performance and guarantees shall be conducted at site, by the owner. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.

14.3.2 These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

14.3.3 The available instrumentation and control equipment will be used during such tests and the engineer will calibrate, all such measuring equipment and devices as far as practicable. However, unmeasurable parameters shall be taken into account in a reasonable manner by the engineer, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The engineer will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions. All operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.

14.3.4 Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the contractor, free of cost.

14.3.5 The guaranteed performance figures of the equipment shall be proved by the contractor during these performances and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re- tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor.

14.3.6 The specific tests to be conducted on equipment has been brought out in the technical specifications.

14.3.7 Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the engineer-in-charge.

14.4 TEST CODES

The PV modules, inverters, transformers, panels, wires, etc. deployed in the power plants shall have valid test certificates for their qualification as per IEC/ BIS Standards by one of the reputed labs of the respective equipment (preferably NABL Accredited Test Centres) in India. In case of module or other equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad or from test reports as per industry best practices in India will be acceptable.

15. Packing:

All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the limitation from the point of view of viability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

16. Protection:

All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit equipment connections shall be properly sealed with suitable devices to protect themfrom damage. The parts which are likely to get rusted, due to exposure to weather,should also be properly treated and protected in a suitable manner.

17. Preservative Shop Coating:

17.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall before hand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted withat least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colours shall be as per manufacturer's standards, to be selected and specified by the engineering at a later date.

17.2 Shop primer for all steel surface which will be exposed to operating temperature below 95ºC shall be selected by the contractor, after obtaining specific approval of the engineer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95ºC and such primers shall also be subject to the approval of the engineer.

17.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the engineer.

18. Protective Guards:

Suitable guards shall be provided for protection of personnel on all exposed rotatingand/or moving machine parts. All such guards with necessary spares and accessories shallbe designed for easy installation and removal for maintenance purposes.

19. Design Co-Ordination:

The contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire system. The basic designrequirements are detailed out in Technical Specifications. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of theunit.

20. Design Co-Ordination Meeting:

The contractor will be called upon to attend design co-ordination meetings with the engineer, other contractors and the consultants of the owner during the period of contract.

The contractor shall attend such meetings at his own cost at---------- or at mutually agreed venue as and when required and fully cooperate with such persons and agencies involved during those discussions.

21. Tools and Tackles:

The contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

22. Noise Level:

The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished andinstalled under

these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

23. Taking Over:

Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, the engineer shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be with held nor will be engineer delay the issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate.

24. Indian Standards:

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard, as decided by the Engineer in consultations with the Consultants employed by the Owner, shall be followed.

25. Welding:

If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to the engineer in advance of commencement of erection work.

26. LUBRICATION

Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand-still and operating conditions.

27. EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the Engineer-in-Charge. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring

28. Rating Plates, Name Plates and Labels:

28.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of noncorrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the engineer.

28.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the engineer or shall be as detailed in the appropriate sections of the technical specifications.

28.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

28.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.

28.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively, two separate plates one with Hindi and the other with English inscriptions may be provided.

29. Colour Code for Pipe Services:

All pipe services wherever applicable are to be painted in accordance with the owner'sstandard colour scheme, by the contractor.

30. Service By The Owner:

30.1 The following services shall be provided by the owner :

i. Construction/ drinking water at one point within 100 metres of the work site, charges to be decided by the company.

ii. Auxiliary power for construction at one point within 100 metres of the work site, charges to be decided by the company.

30.2 In the event of the contractor requiring these services at parameters other than those specified above, for any systems, equipment, instrument etc. he shall make the necessary arrangements himself.

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SECTION -III

CONDITIONS OF CONTRACT

SUB-SECTION -V

ERECTION CONDITIONS OF CONTRACT

SUB-SECTION IV

ERECTION CONDITIONS OF CONTRACT

1. General:

1.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.

1.2 The contractor upon signing of the contract shall, in addition to a project co-ordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

2. Regulation of Local Authorities and Statutes:

2.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his subcontractor. The contractor shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund andMiscellaneous Provisions Act 1952 as the case may be.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration,statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his sub-contractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

3. Owner's Lien On Equipment:

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub- contractors without the prior written approval of the engineer.

4. Inspection, Testing and Inspection Certificates:

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the engineer rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the engineer. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by thereplacements or re-work done to the contractor's work.

5. Access to Site and Works On Site:

5.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in

reasonable time.

5.2 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.

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

6. Contractor's Site Office Establishment:

The 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 theengineer or his duly authorised representative, shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.

7. Co-Operation with Other Contractors

7.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and hisworkmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The engineer shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.

7.2 The engineer-in-charge shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the engineer-in-charge shall be binding on the contractor.

8. Discipline of Workmen:

The contractor shall adhere to the disciplinary procedure set by the engineer in respect of his employees and workmen at site. The engineer shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

9. Contractor's Field Operation:

9.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the engineer shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer-in-charge or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction

review by the engineer is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

10. Photographs and Progress Report:

10.1 The contractor shall furnish three (3) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing out theprogress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

11. Man-Power Report:

11.1 The contractor shall submit to the engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area-wise.

11.2 The contractor shall also submit to the engineer on the first day of every month, a manpower report of the previous months detailing the number of persons scheduled to havebeen employed and actually employed, skill-wise and areas of employment of such labour.

12. Protection Work:

The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer. No claim will be entertained by the owner or the engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If dis-agreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 7.0 above entitled co-operation with other contractors. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

13. Employment of Labour

13.1 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 minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

No female labour shall be employed after darkness no persons below the age of eighteen years shall be employed.

13.2 All traveling expenses including provisions of all necessary transport to and from site lodging allowances and other payments to contractor's employees shall be the sole responsibility of the contractor.

13.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday to Saturday.

13.4 Contractor's employees shall wear identification badges while on work at site.

13.5 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 given 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, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.
The contractor shall also comply with the provisions of the CMPF/ EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

13.6 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed there under from time to time in addition to other applicable labour laws.

13.7 The payment to the contractor's labourers has to be made through Bank only.

13.8 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act,1965 as amended from time to time.

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

a. LOA/Work Order details

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

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

13.11 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

14. Facilities to Be Provided By The Owner:

14.1 SPACE :

The contractor shall advise the owner within thirty (30) days from the date of acceptance of the letter of award, about his exact requirement of space for his office, mess-rooms storage area, preassembly and fabrication areas, labour colony area,toilets, etc. The above requirement shall be reviewed by the engineer and space will be allotted to the contractor for construction of his temporary structures like office, storage sheds, labour and staff colony and other utilities etc. for his own as well as his sub- contractor's use.

14.2 ELECTRICITY:

The contractor shall arrange necessary electricity arrangement for the work and his own establishment and nothing extra will be paid for the same. Such electricity used by the contractor shall befit for construction purposes. MCL has no power supply arrangement near the site for providing electricity for construction purpose at this site.

~~a) The contractor shall submit to the Engineer I/C within thirty (30) days from the date~~

~~of acceptance of the award letter, his electrical power requirements, if any, to allow theplanning of the temporary electrical distribution by the Engineer I/C.~~

~~b) The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. In extreme emergency, if more supply points are required due to non-feasibility of power supply from single point at another work-place, the requirement to be evaluated by Engineer I/C for the work & PE(E&M) of the mine and approval of General Manager of the Area in writing to be taken, specifying the reason for providing more than 01 (One) supply point.~~

~~c) The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply.~~

~~d) Power supply for labour colonies (if any) shall also be provided at one point.~~

~~e) The contractor shall be charged for the power supplied at work site and labourcolonies as per the rate of respective Supply point of Distribution agency from where power is being received by the contractor.~~

~~f) Engineer I/C of the work and PE(E&M) of the project is responsible for proper & timely meter reading, monthly bill raising against energy consumed and deduction from the bills of contractor on monthly basis~~

~~g) The electricity rate may be calculated in the following way:~~

~~Total Monthly Bill Amount as raised by Distribution Agency (A)~~	~~Total KVAH consumed by the Area (B)~~	~~Unit Rate (C) = (A)/(B)~~	~~Total KVAH consumed by the contractor as per the energy meter reading (D)~~	~~Total Electricity charges of the Contractor for the month (E) = 1.05 * (C) * (D)~~

~~h) The total electricity charges of the contractor for the month also includes 5% internal distribution loss charges / administrative charges.~~

~~i) The derived rate will cover all the charges including electricity duty. Also, GST is to be charged at the applicable rate.~~

~~j) At the energy feeding point, the contractor has to bear the cost for installation of energy meter, AB Switches, Changeover Switches, breaker etc., as and when required to maintain electrical safety.~~

~~k) It is the responsibility of contractor to ensure maintenance of all the electrical equipment, as mentioned above. Breakdown of any equipment (As stated above) mustbe repaired/ rectified/ replaced by the contractor immediately, but not later than 30 days. If not repaired within the stipulated period, Engineer-In-Charge & PE(E&M) of the project will ensure that the repairing/ rectification/ replacement is done through them and the resultant cost is deducted from the bill of the contractor.~~

14.3 WATER:

The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall befit for construction purposes.

~~However, if available and feasible the company mayarrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department donot guarantee to maintain uninterrupted supply of water. No claim of damage or refundof water charges will be entertained on account of such break down.~~

15. Facilities to Be Provided by The Contractor:

15.1 Tools, tackles and scaffoldings

The contractor shall provide all the construction equipment, tools, tackles and scaffoldings

required for pre-assembly, erection, testing and commissioning of theequipment covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of preassembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

15.2 Communication

The owner will extend the telephone & telex facilities, if available at site, for purposes of contract. The contractor shall be charged at actual for such facilities.

15.3 First – aid

15.3.1 The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

15.3.2 The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

15.4 Cleanliness

15.4.1 The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the engineer. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the engineer-in-charge. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

16. Lines and Grades:

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the engineer at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the engineer to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantledby the engineer at contractor's expense.

17. Fire Protection:

17.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used atsite for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.

17.4 The contractor shall provide enough fire protection equipment of the types andnumber for the ware-houses, office, temporary structures, labour colony area etc.Access to such fire protection equipment, shall be easy and kept open at all times.

18. Security:

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site onlywith the written permission of the engineer in the prescribed manner.

19. Contractor's Area Limits:

The engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the engineer.

20. Contractor's Co-Operation with the Owner:

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the engineer and the same shall be acceptable at all times to the contractor. The engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents & specifications.

21. Pre-Commissioning Trails and Initial Operations:

The pre-commissioning trails and initial operations of the equipment furnished and erectedby the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section GTC. The contractor shall provide, in addition, test instruments, calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

22. Materials Handling and Storage:

22.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the engineer immediately or any damage, shortage, discrepancy, etc. for the purpose of engineer's information only. The contractor shall submit to the engineer every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such chargesclaimed by the transporters, railways etc. shall be to the account of the contractor.

22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.

22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

22.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.

22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the engineer.

22.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.

22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

22.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.

22.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.

22.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The engineer, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

23. Construction Management:

23.1 The field activities of the contractors working at site, will be co-ordinated by the engineer and the engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the engineer shall not be a cause for extra compensation or extension of time for the contractor.

23.2 The engineer shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.

23.3 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.

23.4 The engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co- ordination work between various contractors as set out earlier.

24. Field Office Records:

The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

25. Contractor's Materials Brought on to Site:

25.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the engineer. The contractor shall nevertheless be solely liable and responsible for any lossor destruction thereof and damage thereto.

25.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.3 After the completion of the works, the contractor shall remove from the site under the direction of the engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the engineer. If the contractor fails to remove such materials, within 15 days of issue of a notice by the engineer to do so then the engineer shall have the liberty to dispose of such materials as detailed under clause 25.2 above and credit the proceeds thereto the account of the contractor.

26. Protection of Property and Contractor's Liability:

26.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

26.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

27. Painting:

All exposed metal parts of the equipment including pipings, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted withat least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping

or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the engineer.

28. Insurance:

28.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume-1, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub- contractor's works.

28.2 Workmen's compensation insurance

This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability disease or death of his or his sub- contractor's employees, which for any reason are not covered under the Workmen's Compensation Act 1948. The liabilities shall not be less than

Workmen's compensation	As per statutory provisions
Employer's liability	As per statutory provisions

28.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

28.4 Comprehensive General Liability Insurance

28.4.1 This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defence of suits under General Terms and Conditions of contracts of this volume. 1.

28.4.2 The hazards to be covered will pertain to all the works which and areas where the contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.

28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

29. Unfavourable Working Conditions:

The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and satisfactory manner in performance of such works and with concurrence of the engineer. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform works as per the schedule.

30. Protection of Monuments and Reference Points:

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the engineer. Similarly the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of engineer or by the engineer shall not be disturbed in any way during the performance of his works. If any work is to be

performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

31. Work and Safety Regulations:

31.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

31.2 The contractor will notify well in advance to the engineer-in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its' use. No claim due to such prohibition shallbe entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.

31.4 All equipment used in construction and erection by contractor shall meet Indian, Inter- national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and per Guidelines/Rules of the Company in this regard.

31.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer-in-charge or by the person authorised by him.

31.6 The contract shall be fully responsible for the safe storage of his and his sub- contractors radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.

31.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in- charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertainingto handling, storage and use of the explosives.

31.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.

31.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.

31.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:

a. satisfy the engineer that the appliances is in good working condition

b. inform the engineer of the maximum current rating, voltage and phases of theappliances.

c. obtain permission of the engineer detailing the sockets to which the appliances maybe connected.

31.12 The engineer will not grant permission to connect until he is satisfied that:

a. the appliance is in good condition and is fitted with a suitable plug.

b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

31.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

31.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.

31.15 The contractor shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain in his temporary electrical installations.

31.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.

31.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.

31.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusiveand binding on the contractor.

31.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

31.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant andequipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

31.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer- in-charge as provided in para 31.18 above, the contractor shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/= per day or part there of till the instructions are complied with an so certified by engineer-in- charge. However, in case of accident taking place causing injury to any individual, the provisions contained in para 31.22 shall also apply in addition to compensation mentioned in this para.

31.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employeesof other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

32. Code Requirements:

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Boiler Regulations. ASME codes and accepted good engineering practice, the engineer's drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

33. Foundation Dressing and Grouting:

33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.

33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

33.4 Grouting Mix

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddledin place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filed full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticisers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

33.5 Placing of Grout

33.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

33.5.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

33.6 Finishing Of The Edges Of The Grout

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed.The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

33.7 Checking of Equipment After Grouting

After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centring of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting . The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the engineer.

34. Shaft Alignments: (NOT APPLICABLE)

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

35. Doweling: (NOT APPLICABLE)

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the engineer.

36. Check Out of Control Systems / Power Supply:

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

37. Commissioning Spares:

The contractor shall make arrangement for an adequate inventory at site of necessary

commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under thecontract.

38. Cabling:

38.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the engineer.

38.2 Each cable, whether power or control, shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 metre run or part there of and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way thatcables are accessible for any maintenance and for easy identification.

38.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.

38.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.

38.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to engineer's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall beleft on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilising plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

38.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to overpass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

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SECTION -IV

GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

SECTION- IV
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. The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

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

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

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

"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 NIT/Contract document.

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

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

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

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the

Competent Authority for debarment shall be Director of CIL/Subsidiary Company.

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

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

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

15. Any change on the above may be done with approval of FDs of CIL.

16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL of subsidiaries shall maintain the master data of such debarred firms which shall be made available in the public domain (i.e., on the website of CIPP Portal/CIL/Subsidiaries/e-procurement cell etc.). Efforts shall be made by the concerned Department so that such order is linked to e tender portal of Coal India Limited.

SECTION -V

SAFETY CODE

SECTION -V
SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper that ¼ to 1 (¼ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extendingalong the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway orthe stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in
(2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).

5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 ½") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least ¼" for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of thesites or work shall be so stacked or placed as to cause danger or inconvenience toany person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances,undermining or undercutting shall be done.

7. Demolition : before any demolition work is commenced and also during the progress of the work,

i. All roads and open areas adjacent to the work site shall either be closed orsuitably protected.

ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in- Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in white washing and mixing or stacking of cement bags or anymaterial which is injurious to the eyes, shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warming signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-

a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

b) At least 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warming signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slipperynature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes / sewers should be properlytrained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on thework of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

a) No paint containing lead or lead products shall be used except in the form ofpaste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during andon the cessation of work.

d) Measures shall be taken, wherever practicable, to prevent danger arising outof from dust caused by dry rubbing down and scraping.

e) Adequate facilities shall be provided to enable working painters to wash duringand on cessation of work.

f) Overall shall be worn by working painters during the whole of working period.

g) Suitable arrangement shall be made to prevent clothing put off during workinghours being spoiled by painting materials.

9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be madefor prompt first aid treatment of all injuries likely to be obtained during the course ofthe work.

10. Use of hoisting machines and tackle including their attachments, anchorage andsupports shall conform to the following standards or conditions:-

i).(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gearreferred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge

whenever he brings any mach8inery to site of work and get it verified by theElectrical Engineer concerned.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are alreadyenergized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or theirrepresentatives.

15. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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SECTION –VI

e-Tender PORTAL USER AGREEMENT

SECTION -VI

eTender Portal User Agreement

In order to create a user account and use the eTender portal you must read and acceptthis eTender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDERI
DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.

a. Cancellation of my/our bid/contract (as the case may be)
b. Forfeiture of EMD
c. Punitive action as per tender document

2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.

3. That I/we accept the Integrity Pact as given in the tender document (if applicable).

4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the workis awarded to us.

5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.

6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, thiswill be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT COPYRIGHT NOTICE: Copyright©2013, Coal India Limited, India. All rights reserved.
YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.
https://coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMSAND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:
Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.
At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a).immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:
With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e- Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.
System Requirements :
It is the users responsibility to comply with the system requirements : hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".
Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

(a). Incorrect use of the e-Tender System, or ;

(b). Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;

(c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information :
Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement :
The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing. The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files :
The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each andevery document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct :
You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via theSite.

Amendments to a tender published:
You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions For International Use :
Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country inwhich you reside.

Links :
The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, orother materials on or available from such sites or resources.
You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous :
This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without noticeto you. Any rights not expressly granted herein are reserved.

Governing Law :
Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating allor any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement :
CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice. Policy and Security :
General Policy :
CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected :
When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal; The
date and time you access our portal;
The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless requiredto do so

by law. If you do not want any personal or business information to be collected, please do not submit it to us ; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies :
When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computers hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security :
The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.
eMail / SMS Notifications :

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these predefined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

SECTION – VII

ANNEXURES

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Annexure-I

FORMAT FOR LETTER OF BID
PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE:
(TO BE ACCEPTED THROUGH GTE)

FORMAT OF "Letter of Bid"

To
GM (Min)/HOD(Solar/RE),
Mahanadi Coalfields Limited,
MCL HQ, Jagruti Vihar,
Sambalpur, Odisha – 768020.

Sub: Letter of Bid for the work of "Design, Installation, Supply, Civil works, Construction, Testing, Commissioning of 500 kW on-grid solar photovoltaic trees including Comprehensive Annual Maintenance Contract (CAMC) for a period of 10 Years"

NIT No.: MCL/SAMB/Solar/e-Tender/2025-26/NIT-02 dated 30.07.2025

Tender Id No.: 2025_MCL_340579_1

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Mahanadi Coalfields Ltd.

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 Mahanadi 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.

Annexure-II

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S

THIS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

(TO BE ACCEPTED THROUGH GTE)

We solemnly declare that:

1. I/We am/are submitting Bid for the work "Design, Installation, Supply, Civil works, Construction, Testing, Commissioning of 500 kW on-grid solar photovoltaic trees including Comprehensive Annual Maintenance Contract (CAMC) for a period of 10 Years" against Tender id No 2025_MCL_340579_1 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.)

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and debarment of our firm and all partners of the firm etc. as per the tender document.

Annexure-III

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder: ……

2. Address of the Bidder: …….

……

City……. Pin Code…….

E-mail Id ……

Permanent Account Number ……..

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(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	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. **Date from which the mandate should be effective:**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:
Date:

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp
Date:

(Signature of the Authorised official from the Bank)

Annexure-IV

PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL STAMP PAPER
(of appropriate value as per Stamp Act)

This agreement is made on ……. day of …….. between (Name of Company) having its registered office at …… (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style …… (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "…… ……..." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs…….. as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A Tender Notice (Page .. to ..)

ii) Schedule –A General Terms & Conditions, Special Conditions, General Technical Specification and Safety Code (Page ……. to ……)

iii) Schedule-B The probable Quantities and Amount (Page …….. to ……..…)

iv) Schedule-C Negotiation letters (Page …….. to ……..…)

v) Schedule-D Letter of Acceptance/Work Order (Page ……... to ……...)

vi) Schedule-E Drawings (Page …….. to ……...)

3) In consideration for the payment of the sum of Rs……(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ other form (details to be furnished) .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S……..
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Sri …….on behalf of Signature
(Name of Company) in presence of -

1. Name : Signature
2. Address: .

Annexure-V

PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

TENDER FOR WORK

I/We hereby tender for the execution for the MAHANADI COALFIELDS LIMITED (MCL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ---------- Days as per Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1	Name of Work	
2	Agreement Value of Work	
3	Performance Security Deposit	
4	Additional Performance Security Deposit if any	
5	Percentage to be deducted from Bills	
6	Scheduled Date of Commencement of Work	
7	Scheduled Date of Completion of Work	

Annexure-VI

BANK GUARANTEE FOR PERFORMANCE SECURITY

To
GM (Min)/HOD(Solar/RE),
Mahanadi Coalfields Limited,
MCL HQ, Jagruti Vihar,
Sambalpur, Odisha – 768020.

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 that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ……. day of …….. but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement

between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of ……. or such lesser amount of the said sum of …… as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of …….and interest are fully satisfied and the Company
certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of ……. ….. or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our ……. Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below. i) Complete Postal Address with PIN Code-
ii) Branch Code-
iii)IFSC Code –
iv)SWIFT –
v) Telephone No. –
vi)Fax No. –
vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-
ii) Branch Code-
iii) IFSC Code –
iv) SWIFT –
v) Telephone No. –
vi) Fax No. –
viii) 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 number)
(Address)

"The Bank Guarantee as referred above shall be operative at our branch at……. payable at…….(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

~~**Annexure-VII**~~

~~**PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE**~~

~~(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)~~

~~To~~
~~MAHANADI COALFIELDS LIMITED,~~

~~Dear Sir,~~
~~In consideration of Coal India Limited/Subsidiary Company having its Registered Office at …… (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the Contract No…… dated……. Entered into between Coal India Limited/Subsidiary Company and M/s having its Registered Office at …… (hereinafter called "the Contractor" to make mobilisation advance/lump-sum advance to the tune of Rs…… subject to submission of the Bank Guarantee for equal amount from any Nationalised/ Schedule Bank, We …… Bank (hereinafter referred to as the said Bank) hiving it is Registered Office at …….. do hereby undertake and agree to pay the Company to the extent of Rs……. on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non-refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.~~

~~2. We, ……. Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilisation of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.~~

3) ~~We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to …… and any claim received after the said date shall in no case bind the Bank.~~

4) ~~The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.~~

5. ~~Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs…….. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till …… unless the written demand or claim under this Guarantee is made by the Company with us on or before ……. all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.~~

6. ~~We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.~~

7. ~~This guarantee issued by Sri…….. who is authorized by the Bank.~~
8. ~~"The Bank Guarantee as referred above shall be operative/payable at our branch at…….. (Name and address of the Branch)~~

9. ~~The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Paschim Bardhaman (W.B) are as under :~~

~~Particulars~~	~~Issuing Bank~~	~~Local Operating Branch at Paschim Bardhaman (W.B)~~
~~Branch Code~~		
~~Postal Address~~		
~~Telephone No.~~		
~~FAX No.~~		
~~Email Id~~		

~~Signed and sealed this……..day of……..at……~~

~~SIGNED, SEALED AND DELIVERED~~
~~For and on behalf of the Bank by :~~

~~(Signature)~~
~~(Name)~~
~~(Designation)~~
~~(Code number)~~
~~(address)~~

~~Under jurisdiction of High Court of Odisha, Cuttack High Court Bench only.~~

~~NOTE:~~

~~(i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Paschim Bardhaman (W.B) or if the issuing bank does not have any branch at Paschim Bardhaman then Bank Guarantee shall be operative at any of its Sambalpur Branch.~~

~~(ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of "MAHANADI COALFIELDS LIMITED" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".~~

~~The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below:~~

~~A. SBI as advising Bank of MCL:~~

~~Name of beneficiary and details~~	
~~Name~~	~~Mahanadi Coalfields ltd~~
~~Area~~	~~Head Quarter~~
~~Bank A/c No: / Cust ID of beneficiary~~	
~~IFSC code~~	
~~Bank Manager Name & Ph no:~~	
~~BG ADVISING MESSAGE – 760COV / 767COV via SFMS~~	
~~Field Number~~	~~Particulars~~
~~7035~~	
~~7037~~	

Annexure-VIII

PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture agreement is made on this ……..day of…….

AMONGST/BETWEEN

M/s……, having its registered Office at …….....
Represented by Shri…… (Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture with……...and sign all documents/ agreements on behalf of M/s…… (hereinafter referred to as" ……")

AND

M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture with……...and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").

AND

M/s……, having its registered Office at ……...
Represented by Shri…….(Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture with……...and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").

The expressions M/s …….. and M/s……and M/s ……..shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture/Parties" and individually as "Joint Venture/Partner/Party".

WHEREAS M/s…….and M/s…… and M/s ……..agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "…….....……" (Hereinafter referred to as "Project") under…….. (Name of Company) (Hereinafter referred to as "the Principal Employer").

The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract Terms and Conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.
a) The name and style of the Joint Venture shall be "……." (hereinafter called the "Joint Venture").

b) The Head Office of the Joint Venture shall be located at……. and the site office will be located at the site of the Project.

All communication regarding the Project will be made to…… Telephone Nos……. (Lead Partner details)

c) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.
ii) The Contract for the Project is not awarded to the Joint Venture.
iii) The Employer cancels the Project.
iv) 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 agreement.

2) LEAD PARTNER
M/s……. shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture Partners M/s……., M/s……. & M/s……. nominate and authorize Shri……. (name and designation) of M/s…… to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE
Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

JV Partner	Name	Position in the respective Company
M/s _____	_____	_____
M/s _____	_____	_____
M/s _____	_____	_____

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s……	…… %	(……..percent)
M/s……	…… %	(……..percent)
M/s……	…… %	(……..percent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works 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.

5) JOINT AND SEVERAL LIABILITIES

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

7) BID SECURITY

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

10) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval of Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by Company to the Joint Venture shall be through that account alone.

11) LIMIT OF JOINT VENTURE ACTIVITIES

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS

a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.

b. Subject to the above Clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India**.**

IN WITNESS where of the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For	For
……..	……..
Signature ……	Signature ……
(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)
Place ……..	Place ……..
Date …….……...	Date ……...
Witness	Witness
Signature	Signature
……...	……...
(Name & Address)	(Name & Address)

Annexure-IX

Pre-Contract Integrity Pact

General

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on …….. day of the month of …… 20…., between, on one hand, Mahanadi Coalfields Limited (MCL) acting through Shri …….., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ……... represented by Shri ……, Chief Executive Officer (hereinafter called the "BIDDER / Seller / Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to award, under laid down organizational procedure,Contracts "…… …… …… …… …… ……" (Name of the WORK) and the BIDDER/ Seller is willing to offer/ hasoffered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Unit 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 obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling 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-A.

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.

1) 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.

Section7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an 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), this agreement must be signed by all partners or JV members.

3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.

4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13- Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf the Principal) (Office Seal) Place _____ Date _____	(For & On behalf of Bidder/ Contractor) (Office Seal)
Witness 1: (Sign & Name & Address)	Witness 1: (Sign & Name & Address)
Witness 2: (Sign & Name & Address)	Witness 2: (Sign & Name & Address)

ANNEXURE- A

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. along with 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 exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart 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.

ANNEXURE - IXA

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S

(To be signed on Plain Paper)

To
Tender Inviting Authority,
……
Sub: Declaration towards CIPP by Bidder
Ref: NIT No.: MCL/SAMB/Solar/e-Tender/2025-26/NIT-02 dated 30.07.2025
Tender Id No: 2025_MCL_340579_1

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)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place ---------- Date ----------	
Witness 1: (Name & Address)	Witness 1: (Name & Address)
Witness 2: (Name & Address)	Witness 2: (Name & Address)

Annexure-X

PROFORMA FOR UNDERTAKING PROFROMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the bidder, CIPP etc.

I/We,.....,Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of 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 banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

   OR

   **I / We ……..have been banned by the organization named "_____" for a period of…… year/s, effective from ……. to……..…..

   **** Delete whichever is not applicable.**

4. We,…… ……..(Name of Partners of Partnership Firm/JV), partners of ……..(Name of Partnership Firm/JV) hereby consent to abide by the provisions of Clause 42 of General Terms and Conditions pertaining to arbitration.

   (Applicable in case of Partnership firm/Joint Venture and signed by all partners of Partnership firm/Joint Venture).

~~5.~~

~~**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.~~

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…..

<u>Delete whichever is not applicable.</u>**

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.
9. *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……..…..

<u>*Delete whichever is not applicable</u>

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc. from Bidding, as per the tender document.

ANNEXURE - XA

FORMAT FOR LOCAL CONTENT CERTIFICATE FOR TENDER VALUE MORE THAN 10CR.

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 / work 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 / work 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-XI

PROFORMA FOR BANK GUARANTEE AGAINST 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 that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be …… day of ……..but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of 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 or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs…….. or such lesser sum as may then be deemed to the Company and as the Company may require.
This Bank Guarantee shall also be operative at our …… Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-
ii) Branch Code-
iii) IFSC Code –
iv) SWIFT –
v) Telephone No. –
vi) Fax No. –
vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

i) Complete Postal Address with PIN Code-
ii) Branch Code-
iii) IFSC Code –
iv) SWIFT –
v) Telephone No. –
vi) Fax No.
vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs…….. The Guarantee shall remain in force till the day ……*…….. of ……*…….. and unless the Guarantee is renewed or claim is preferred against the Bank 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 number)
(Address)

"The Bank Guarantee as referred above shall be operative at our branch at…….. payable at…….(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)"

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

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 favor of Mahanadi 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 SMFS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iv.	Beneficiary Bank Branch IFSC	***
		v.	Beneficiary Bank Address	***

*Name of the Area/HQ, to which the NIT is concerned, is to be mentioned.
** Name of Department of the Area/ HQ, to which the NIT is concerned, is to be mentioned
*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the NIT 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
Mahanadi Coalfields Limited at …… (as the case may be) by Speed Post /Registered Post (AD).

Annexure-XII

(PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND FORM OF DECLARATION)

Invitation for Negotiations
(On letterhead of the procuring entity)

Letter No: _____ Dt: _____

To M/ s_____ Registered A/ D

Sub: Tender No ---------- opened on ----------for the supply 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.

Yours faithfully,

(Authorised Officer)

Enclosure:
(1) Form of Declaration
(2) Form of Revised Offer

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 supply 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,

Signatures of bidder, or officer
authorised to sign the bid documents
on behalf of the bidder

Place:_____

Date: _____

Annexure XIII

PROFORMA FOR REVISED OFFER IN NEGOTIATION)

Format of Revised Offer in Negotiations Revised Offer in Negotiations
(On company letterhead)

From……..

Full address……

To .....

Sir,

Sub: Tender No ---------- opened on ----------for the supply 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 as shown in the enclosed schedule of items.

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 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-XIV

NO CLAIM CERTIFICATE

(On company letterhead)

To,
(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and……. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor (Company stamp)

Date:
Place:

Annexure-XV

PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE

(Applicable for Partnership Firm & Joint Venture)

We, all the Partners of M/s …… (Partnership Firm/

Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work

"…… ……" tendered by MCL, vide NIT No. …… dated …….. and Tender Id …….. :

A. Settlement of Disputes.

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/GM. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

B. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Signature of Partners of Partnership Firm/ Joint Venture:

1. **Name of Partner :** **Signature :**
2. **Name of Partner :** **Signature :**
3. **Name of Partner :** **Signature :**
4. **Name of Partner :** **Signature :**
5. **Name of Partner:** **Signature :**
6. **……**
7. **……..**

Note: This CONSENT has to be signed by each Partner of Partnership Firm/ Joint Venture

SECTION -VIII

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 /Partnership firm, the debarment shall also be applicable to all individual partners of JV /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 online at e-procurement portal of CIL. 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, all partners shall sign at the time of agreement.

Signature Not Verified
Digitally signed by SANJEEV GANGA PRASAD AGRAWAL
Date: 2025.07.30 18:43:21 IST
Location: Coal India Limited-CIL

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX