

**GLOBAL BID DOCUMENT FOR
DEPLOYMENT OF CONTINUOUS MINER /
SIMILAR EQUIPMENT WITH CONTINUOUS
CUTTING TECHNOLOGY ON HIRING
BASIS AT CHURI-BENTI UG MINE,
NORTH KARANPURA AREA, CCL**

SEPTEMBER 2015





CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Darbhanga House, Ranchi, Jharkhand – 834001

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<p>सी.सी.एल. सेंट्रल कोल्फील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) दरभंगा हाउस, राँची-834029/834001 संविदा प्रबंधन प्रकोष्ठ (सी.एम.सी). फोन: 0651-2360219, फ़ैक्स: 0651-2361120 ई-मेल : hodcmc@ccl.gov.in वेबसाइट: http://www.ccl.gov.in</p>	 	<p>CCL CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) Darbhanga House, Ranchi 834 029/834001, Contract Management Cell (CMC) Ph: 0651-2360219, Fax: 0651-2361120 Email : hodcmc@ccl.gov.in Website http://www.ccl.gov.in</p>
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1.0 DETAILED e-TENDER NOTICE

NIT No. CCL/GM(CMC) /Churi-Benti /Cont. Miner /46

Dated 02.01.2016

1.1 GLOBAL E-TENDER NOTICE

Tenders are invited on-line on the website <https://eps.buyjunction.in/ccl> from the experienced contractors having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, for the work of **deployment of Continuous Miner / Similar Equipment with Continuous Cutting Technology on hiring basis at Churi-Benti Underground Mine, North Karanpura Area of Central Coalfields Limited (CCL).**

Particulars of Work	Minimum Guaranteed Production per Production Year	Total Contract Period	Earnest Money
<p>Winning Coal without blasting to extract pillars in the earmarked panels by caving method in Churi Benti Underground Mine of CCL by deploying Continuous Miner or Similar Equipment with Continuous Cutting Technology on hiring basis inclusive of:</p> <p>a) Scientific study for obtaining DGMS permission for the introduction of Continuous Miner / Similar Equipment with Continuous Cutting Technology in the above mine and strata monitoring as required by DGMS;</p> <p>b) To support the strata suitable in accordance with approved SSR under Coal Mines Regulations 108 of CMR 1957, and</p> <p>c) Production of coal from heightening & widening of developed galleries in the earmarked panels (Note: In case of heightening and widening of developed galleries supported by roof bolts/ side bolts/ roof stitching and where operation of continuous cutting machines is not practicable, blasting may be resorted to with necessary permission in writing</p>	<p>1st Production Year 0.40 Mty</p> <p>2nd Production Year 0.50 Mty</p> <p>3rd Production Year 0.50 Mty</p> <p>4th Production Year 0.50 Mty</p> <p>5th Production Year 0.50 Mty</p> <p>6th Production Year 0.50 Mty</p> <p>7th Production Year 0.50 Mty</p> <p>8th Production Year 0.50 Mty</p> <p>9th Production Year 0.50 Mty</p>	<p>9 (Nine) Production Years</p> <p>[Note: The contract will remain in effect for 9 (nine) production years of cumulative coal production, or till the exhaustion of mineable reserves in the proposed panels in Churi-Benti UG Mine prior to the expiry of the 9 (nine) production years of cumulative coal production (whichever is earlier). However, the company reserves the right to extend the contract both in terms of quantity and time under the same terms and conditions as stipulated in this bid document.]</p>	<p>₹ (INR) 10 Million</p>

from the Engineer-in-charge).			
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1.2 TIME SCHEDULE OF TENDERS

SL No	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Tender e-Publication date	28.01.2016	18 :00 HRS.
2	Bid Submission start date	29.01.2016	10:00 HRS.
3	Bid submission end date	29.04.2016	18 :00 HRS.
4	Start date for seeking Clarification on-line	29.01.2016	10:00 HRS.
5	Last date for seeking Clarification on-line	11.04.2016	18 :00 HRS.
6	Last date for replying for any clarification	25.04.2016	18 :00 HRS.
7	Last date of submission of Earnest Money and Annexures (Hard copy)	Upto 03.05.2016	15:00 HRS.

1.3 DEPOSIT OF EARNEST MONEY/BID SECURITY

Earnest Money can be deposited in the form of Demand Draft (DD)/ Banker's Cheque (BC)/ Banker's pay order (BPO) from any scheduled Bank drawn in favour of "**Central Coalfields Limited**" payable at "**Ranchi**". Earnest Money can also be deposited in the form of irrevocable Bank Guarantee (**BG**) from any scheduled Bank in the format given in the bid document. Bank guarantee issued by outstation bank shall be operative at their local branch i.e.at Ranchi. The validity of such BG should be minimum 90 days beyond the validity of the bid.

Bank Guarantee / Demand Draft/ Banker's Cheque (BC)/ Banker's pay order (BPO) should be furnished either from a Scheduled Nationalized Bank in India or from first class International Bank of repute if the bidder chooses to submit Bank Guarantee / Demand Draft issued by Foreign Bank Financial Institute.

Earnest Money can also be deposited through online fund transfer through **RTGS/NEFT** from any schedule bank. Bidder will have to furnish online the alpha-numeric unique transaction reference (UTR) number before submission of bid. The payment made through NEFT/RTGS must be received in CCL designated account before the last date and time of receipt of Earnest Money. Bidder must upload scanned copy of RTGS/NEFT UTR receipt along with their bid.

[Note: Earnest Money is to be deposited through electronic payment in CCL SBI account no. 10106155123 maintained at SBI, CCL campus Branch, Ranchi having IFSC code SBIN0010400.]

Earnest Money / Bid Security of the unsuccessful bidders shall be refunded as promptly as possible after finalization of tender and shall bear no interest.

The bidder has to furnish the DD/BC Number/ unique transaction reference (UTR) number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender on line. Also the bidder has to upload the scanned copy of DD/BC/BG for "EMD" during submission of bid on line.

The bidder has to deposit/send the original DD/BC/BG against "EMD" in person which must be submitted after putting the documents mentioned hereafter at Clause no. 1.9 of NIT, in sealed cover (superscribing

the NIT no., name of work and name and address of the bidder including contact number and Fax number etc.) in the tender box placed in the office of the General Manager (CMC), CCL, Ranchi or send by postal means to the said office on any working day after e-publication of NIT and **up to three working days** after the last date of submission of bid.

The Company shall not be responsible for any delay in receipt of “EMD” “Annexure I, II, III & IV”, JV agreement/ MOU of Consortium and other documents mentioned at Clause no.1.9 of NIT.

In case the “EMD”, Annexure and other documents mentioned at Clause no. 1.9 of NIT are not received within the aforesaid period, the bid will be out-rightly rejected.

The bidders should submit a **MANDATE FORM** for e-payment along with EMD, as per the format given in the bid document at Annexure-III.

1.4 CLARIFICATION OF BID

The bidder may seek clarification on-line from the Service Provider M/s mjunction services Ltd. within the specified period at the following contract details.

Address : M/S mjunction services limited
Godrej Waterside, Tower-1, 3rd floor, Plot No. 5, Block-DP,
Sector-V, Salt Lake City, Kolkata –700091, West Bengal, INDIA

FAX : +91 33 66011719

Phone No. : +91 33 66106430

Contact Person : Contact Person :Mr. Imtiaz Ahmad, Mob. 09163348026,
OR Sri Jai Mohan, Mob. No.08873002751
e-mail – imtiaz.ahmed@mjunction.in
OR – jai.mohan@mjunction.in
<https://eps.buyjunction.in>

1.5 The bidders have to accept on-line the user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement and Reverse Auction systems procedure through <https://eps.buyjunction.in/ccl> in order to become an eligible bidder. These will be a part of the agreement.

1.6 ELIGIBLE BIDDERS

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture or a Consortium having eligibility to participate as per criteria stipulated in Clause No. 1.7 of this NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Gov. of India.

Note: Two or three companies/ contractors may participate in the tender as Joint Venture (JV)/ Consortium. Joint Venture/ Consortium must comply with the requirements of JV/ Consortium mentioned in detail in the Bid Document displayed on above mentioned e-tender Portal and submit JV/Consortium agreement as per the enclosed format.

1.7 QUALIFICATION CRITERIA OF BIDDER

(a) EXPERIENCE:

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

A. The Bidder must be a manufacturer of Continuous Miner / Similar Equipment with Continuous Cutting Technology. The equipment as above which is proposed for deployment must have

produced at least 0.4 million tonne of coal from underground mines in any one production year in the preceding 7 years ending on last day of month previous to one in which NIT is issued.

OR

- B. The bidder must have a legally binding agreement with a manufacturing organization or his authorized agent / dealer (provided that such authorized agent / dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner/ Similar Equipment with Continuous Cutting Technology and the same or similar equipment manufactured by the manufacturing organization and which is proposed for deployment must have produced at least 0.4 Mt of coal from underground mines in any one production year in the preceding 7 years ending on last day of month previous to one in which NIT is issued. and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent/dealer upto the period/tenure of the contract.

OR

- C. The bidder must have produced at least 0.4 Mt of coal from underground mines in any one production year using Continuous Miner / Similar Equipment with Continuous Cutting Technology in the preceding 4 years ending on last day of month previous to one in which NIT is issued.

- 1.7.2 The intending Bidder must have minimum **financial turnover** of ₹(INR) 910 million or equivalent US \$ in any Financial Year during last 7 Financial Years –previous to the one in which bid applications are invited.

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

For example: If bidding is being done in 2015-16 and the turnover of year 2013-14 was ₹(INR) 100 million, to bring current price level it will be considered as $₹100 \times \{1 + (5 \times 2 / 100)\} = ₹110$ million (considering a period of 2 years between 2013-14 & 2015-16).]

- 1.7.3 The intending Bidder must provide evidence of possessing adequate **working capital** of ₹(INR) 280 million or equivalent US-\$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

[**Note:** For calculating equivalent US \$, the Bill selling rate of SBI (Opening rate at major exchanges in India like NSE or BSE) on the start date of submission of bid shall be considered.]

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

For substantiating past experience, the bidder should submit the work orders, certificates of actual work already executed including value and period. TDS certificate may be sought during clarification.

The bidders are required to furnish the following information on-line:

In respect of the eligibility criteria vide Clause no. 1.7.1 A & B:

- i) **Proof of being manufacturer** of Continuous Miner / Similar Equipment with Continuous Cutting Technology

OR

Legally binding agreement with a manufacturing organization/ his authorized agent/ dealer along with Proof of being manufacturer of Continuous Miner/ Similar Equipment with

- Continuous Cutting Technology of the mentioned manufacturer (as per clause no. 1.7.1 B, if applicable)
- Agreement no. and date
 - Names of bidder and OEM/ Authorised dealer of OEM executing agreement
 - Authorisation of dealer by OEM to execute such agreement (if applicable).
- ii) Model no./ capacity of Continuous Miner / Similar Equipment being produced
 - iii) Invoice no., date as proof of sale of equipment to a firm
 - iv) Work order no., date, name and address of client where the equipment was used/ is in use.
 - v) Coal Production by the equipment in any one production year in the preceding 7 (seven) years.
 - vi) Work experience certificate number and date mentioning the production (issued by client to the firm/OEM)

In respect of the eligibility criteria vide Clause no. 1.7.1 C (i.e. past experience of producing coal using continuous miner /similar equipment):

Work Order/Agreement Number of each experience of similar nature showing:

- i) Name & address of Employer/ Work Order Issuing authority of each experience
- ii) Start date & end date of each qualifying experience (similar nature)
- iii) Executed Quantity and Value of work within the start date and end date for the work order referred above for each experience mentioning year-wise executed quantity. (Note: In case of JV/ Consortium, the executed value of members be given separately).
- iv) Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture/Consortium).
- v) Work experience certificate number and date.

Note: In case the bidder is a joint venture (JV)/consortium, the above information in respect of each individual partner of JV/ consortium may be furnished and the experience of JV/ consortium will be assessed by adding the information furnished by the system.

In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV/ consortium, if work experience of all the partners are not submitted the system will not disqualify the JV/ consortium and instead shall consider assuming a value of zero in respect of the partner/partners whose experience value and certificate has/have not been uploaded.

(b) TURN OVER & WORKING CAPITAL: Refer Clause No. 1.7.2 & 1.7.3

The bidders are required to furnish the following information on line:

- i) Source of working capital (bankers certificate and/or Audited balance sheet for the last three financial years)
Banker's Certificate (from Scheduled Bank) regarding availability of access to credit should be issued within 3 months prior to the last date of submission of Bid.
- ii) Amount of available working capital inclusive of line of credit
- iii) Name of the bank and branch issuing working capital certificate or name of Chartered Accountant (CA)/appropriate authority for foreign bidders, registration no. of CA/authority, date of issue of audited balance sheet.
- iv) PAN numbers of all the members/Partners in case of joint venture/ **consortium** (not mandatory at the time of bid submission for foreign bidders)
- v) For TURN OVER :Total monetary value of work(s) performed in any financial year during last 7 years ending last day of month previous to the one in which bid applications are invited .

Note: In case the bidder is a joint venture/ consortium, the above information in respect of each individual partner of JV/ consortium may be furnished and the working capital/turnover of JV/ consortium will be assessed by adding the information furnished by the system.

In case of JV/ consortium, if working capital of all the partners is not submitted the system will not disqualify the JV/ consortium and instead shall consider assuming a value of zero for partner/partners whose information about working capital has/have not been uploaded online and certificate regarding working capital has not been uploaded.

(c) PERMANENT ACCOUNT NUMBER (PAN):

The bidder should possess Permanent Account Number (PAN) issued by the Income Tax Department, Govt. of India.

Note 1: In case of Joint Venture (JV)/ consortium, the PAN Number of each individual partner or that of the JV/ consortium itself shall be furnished.

Note 2: Foreign bidders not having PAN at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of Income tax ,Govt. Of India and obtain PAN before submission/payment of first bill, if declared L1.

In respect of the above eligibility criteria the bidders are required to furnish the information online:

Confirmation in the form of YES/NO regarding possessing PAN and in case of foreign bidders , confirmation in YES/NO regarding submission of PAN before first bill (if applicable).

(d) CERTIFICATE OF REGISTRATION WITH PROVIDENT FUND (PF) AUTHORITIES:

The bidder should possess a certificate of registration issued by provident fund authorities.

In case of Joint Venture (JV) / consortium, PF Registration of each individual partner or that of the JV/ consortium itself shall be furnished.

[Note: Foreign bidders/foreign member of bidding JV, not having PF Registration at the time of submission of bid, may submit affidavit to the effect that the bidder shall abide by all the applicable rules of PF & obtain PF Registration before execution of agreement , if declared L1.]

In respect of the above eligibility criteria the bidders are required to furnish the information online:

Confirmation in the form of YES/NO regarding possessing certificate of registration with PF OR,in case of foreign bidders, confirmation in YES/NO regarding submission of the same before execution of agreement.

(e) CERTIFICATE OF REGISTRATION WITH SERVICE TAX DEPARTMENT (PAN BASED):

The bidder should possess a certificate of registration issued by service tax department.

In case of JV, lead partner should possess certificate of registration issued by service tax department.

[Note: Foreign bidders not having Service Tax Registration at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of service tax and obtain service tax Registration before submission/payment of first bill, if declared L1.]

In respect of the above eligibility criteria the bidders are required to furnish the information online:

Confirmation in the form of YES/NO regarding possessing of certificate of registration with service tax department .In case of foreign bidders , confirmation in YES/NO regarding submission before First bill (if applicable).

- (f) List of major items of equipment proposed to carry out the contract.
In respect of the above eligibility criteria the bidders are required to furnish the information on-line:

Name of equipments ,Make, model, capacity and nos to be deployed etc.

In respect of **The Continuous Miner/Similar equipment with continuous cutting technology proposed to be deployed**; Confirmation in YES/NO whether **cutting drum width is equal to or more than 2.4m and the maximum operating height is equal to or more than 5.0 m.**

- (g) Qualifications and experience of key site management and technical personnel proposed for the contract.

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

Confirmation in YES/NO whether desired information as follows is uploaded in excel format

[Name (optional), designation, nos., qualification ,experience (no. of years) of the key site management and technical personnel proposed to be deployed in the contract]

- (h) Qualification Information as per Cl. 3.0.

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

Confirmation in YES/NO whether scanned copy of qualification information as per Clause 3.0 is uploaded or not.

- 1.8 Sub-Contractors experience and resources will not be taken into account for determining the bidder's compliance with qualifying criteria.

- 1.9 In submission of tender on-line, **all** the bidders will upload **scanned copy** of the following and also submit/send corresponding **hard copies** (original to be submitted only if mentioned against respective items) up to within **3 (three) working days** after the last date of submission of bid:

- (i) DD/BC/BG against EMD (Original)
- (ii) Affidavit as per Annexure-I (Clause 8.1) (authenticity of documents, information and others) (Original)
- (iii) Affidavit for deployment of equipment as per Annexure-II (Clause 8.2) (Original)
- (iv) E-Payment format as per Annexure-III (Clause 8.3) (Original)
- (v) Contractor's bid and acceptance of bid conditions on the letter head of Bidder as per Annexure-IV (Clause 8.4) (Original)
- (vi) Legal status of bidder:
Any one of the following document:
 1. Affidavit or any other document to prove proprietorship.
 2. Partnership deed containing name of partners and details of assets.
 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
 4. **Joint Venture agreement** containing name of partners and lead partner **(Original) (as per format 8.9 of GBD)**, Power of Attorney to the Lead Partner and share of each partner, and details of all partners/members as per 1/2/3 above
 5. MOU/agreement for the formation of **consortium** (as per format 8.9 of GBD) and details of all partners/members as per 1/2/3 above **(Original)**
Power of attorney, if any, in respect of case as applicable.
- (vii) EXPERIENCE:
Proof of being manufacturer of Continuous Miner/ Similar Equipment with Continuous Cutting Technology (as per clause no. 1.7.1 A, if applicable)
OR

legally binding agreement (original) with a manufacturing organization/ his authorized agent/ dealer along with Proof of being manufacturer of Continuous Miner/ Similar Equipment with Continuous Cutting Technology of the mentioned manufacturer (as per clause no. 1.7.1 B, if applicable)

OR

Satisfactory **work execution certificate** (as per clause no. 1.7.1 C, if applicable)

(viii) Proof of Financial Turn Over and working capital as per clause 1.7.2 & 1.7.3.

(ix) Integrity pact duly signed by bidder (Original) (As per Format 8.10)

(x) Qualification Information as per Cl. 3.0.

No other document shall be uploaded by the bidder on-line in the technical-bid.

The bidder will be required to quote their rate and amount in the Price Bid in the format provided on the website.

1.10 All bids are to be submitted on-line on the website <https://eps.buyjunction.in/ccl>. No bid shall be accepted off-line.

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

1.12 After receipt of DD/BC/BG pertaining to "EMD" and the affidavits in original and other documents as stated in clause No. 1.9 of NIT, the financial instrument(s) shall be verified offline by CCL from the issuing banks/authorities.

1.13 As soon as the above step of offline checking and verification process is completed CCL will inform the status on above points with respect to each participating bidders to the Service Provider (M/s mjunction services Ltd). Service Provider will feed in the above status w.r.t. each of the participating bidders in the system. As soon as the above information is entered on-line by the Service provider the tender will be decrypted in the system and following action will be completed on-line based on the information furnished online by the bidder related to eligibility criteria as per clause no. 1.7 of NIT and offline submission of document as per clause no. 1.3 & 1.9 of NIT.

- i. A comparative statement of technical bid will be generated. Technically qualified/ disqualified status of bidders will be sent individually through e-mail to each of the participating bidders.
- ii. Price of the technically qualified bidders only will be decrypted by the system on line.
- iii. The overall quoted lowest price along with the details of rate and amount of each item will be displayed by the system without disclosing the name of the bidder.
- iv. A System generated e-mail shall be sent to all participating bidders who can be able to view the lowest bid offered at the stage of e-tendering process.

1.14 After evaluation of Technical Bid and discovery of lowest rate and price quoted (overall) in the tender, on- line reverse bidding will be carried out only amongst the bidders declared qualified by the system and having accepted the terms and condition of reverse bidding process.

The date and time and detailed clarification on reverse bidding process will be communicated by the Service provider to all qualified bidders by e-mail as well as through Telephone in advance. Bidders declared disqualified by the system will not be able to participate in reverse bidding process.

In case of non-acceptance of overall lowest bid price (start bid price of RA) by all the bidder(s) for participating in reverse auction (RA), the system will declare Start bid Price as lowest bid price and disclose the name of the bidder who has/have quoted the overall lowest bid price as L1 bidder.

- 1.15** By default 11.00 hrs. of the scheduled date of reverse bidding will be the start time of Reverse Bidding. The reverse bidding will remain open for 4 hours i.e. from 11.00 hrs. to 15.00 hrs. on the scheduled date. However, the bidding time will go on extending automatically after 15 00 hrs. in the slab of 30 minutes each from latest bid time, if the latest response in the bidding is submitted within last 30 minutes of scheduled extended closing time of bidding.

The reverse bidding will pause at 18.00 hrs on 1st day and again be continued on the 2nd day from 11.00 hours as per the norms followed after 15.00 hours on the first day of the reverse bidding. The process of reverse bidding will finally stop sharp at 18.00 hours on the 2nd day.

The bidding will also stop in case the particular bid remains un-responded for continuous 30 minutes time between 15.00 hours to 18.00 hours on the 1st day and 11.00 hours to 18.00 hours on the 2nd day.

- 1.16** The rate and price shown after opening of tender [vide Clause 1.13 (ii) & (iii) above] will be the base rate/price for start of the Reverse Bidding.

System will not accept price higher than the base price in Reverse bidding. Only the bidders declared qualified by the system for this tender shall be eligible for participation in Reverse Bidding process.

- 1.17** The participating bidders will be given option to reduce their rates in the Reverse Bidding below the base price. However, any reduction less than the followings in overall quoted price of the work will not be accepted by the system:

Minimum reduction of overall quoted price in Reverse Bidding: INR 5,000,000/-

An amount equal to or exceeding the above shall only be accepted by the system. Also the system will not accept the rate/amount higher than the base price and the system will not accept same overall amounts for two or more bidders in the Reverse Bidding.

The Service provider will take all necessary steps to ensure smooth and uninterrupted functioning of system at their end. Bidders are advised to ensure stable connectivity at their end. Service provider or CCL will not be responsible for any disruption of connectivity or any failure at bidders end.

Manual extension of bidding time will not be allowed at the request of bidder. In case there is any technological or system failure at service provider's end the bidding will be paused and it will get extended for the period, the system remained down.

- 1.18** After closure of Reverse Bidding the bidding report will be available on-line for reference of authorized users/bidders/CCL officials on log on and a separate hard copy of comprehensive report duly stamped and signed by the service provider agency (M/s mjunction services Ltd) will be made available to GM (CMC), CCL within three working days.

- 1.19** After completion of reverse bidding on line, the **L-1 bidder** emerged out of reverse bidding process will have to produce the **original documents** in support of the information furnished by him on-line, **for verification** by the Tender Committee, along with **one set of self-certified copy** of documents as specified by them in website in support of their eligibility pertaining to sl. no. 1 to 11 mentioned hereunder on any working day **within seven days** after the date of closing of Reverse bidding. However, in case of PAN card and Memorandum & Article of Association with certificate of incorporation containing name of bidder, the submission of original for verification is not required; self-certified copy of these documents is sufficient.

Sl.	Eligibility Criteria	Original to be produced by L-1 bidder for verification by Tender
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No		Committee (except otherwise exempted as mentioned in bid document). Self-certified copy of Supporting Documents (issued before bid submission end date) to be submitted (if not submitted earlier as per list of hard copy of documents to be submitted by all bidders as per Clause no. 1.9 of e-NIT)
1.	Work Experience (Ref. Clause No. 7(a) of NIT)	Satisfactory Work execution certificate/s, work order/s, issued by the employer against the experience of similar work containing all the information furnished by bidder on line
2.	Working Capital (Ref. Clause No. 7(b) of NIT)	Certificate of Working Capital issued by Scheduled bank/Audited Balance Sheet of the latest Financial year containing all the information furnished by bidder on line.(in case of JV/consortium, working capital certificate for each individual partner of JV/consortium).
3	Copy of Financial Turnover for last three years	Photocopy of documents related to financial turnover to fulfill criterion as per Clause No. 1.7.2 of NIT.
4	Permanent Account Number (PAN) (Ref. Clause No. 7(c) of NIT)	PAN Card issued by Income Tax Department, Govt. of India (in case of JV, PAN card for each individual partner of JV). [Note: Foreign bidders not having PAN at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of Income tax and obtain PAN before submission/payment of first bill, if declared L1.] (Refer Format 8.1)
5	Legal Status of the bidder	<u>Any one of the following document:</u> 1. Affidavit or any other document to prove proprietorship. 2. Partnership deed containing name of partners and details of assets. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner. Power of Attorney to the Lead Partner and share of each partner AND Details of all partners/members as per 1/2/3 above. 5. MOU for the formation of consortium AND Details of all partners/ members as per 1/2/3 above. Power of attorney, if any, in respect of case as applicable.
6	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 on line 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.
7	Certificate of registration with Provident Fund (PF) authorities	Photocopies of document related to registration with appropriate Provident fund authority. [Note: Foreign bidders not having PF Registration at the time of

		submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of PF and obtain PF Registration before execution of contract agreement, if declared L1.] (Refer Format 8.1)
8	Certificate of registration with Service tax department (PAN based)	Photocopies of document related to registration with service tax department [Note: Foreign bidders not having Service Tax Registration at the time of submission of bid may submit affidavit to the effect that the bidder shall abide by all the applicable rules of service tax and obtain service tax Registration before submission/payment of first bill, if declared L1.] (Refer Format 8.1)
9	Qualifications and experience of key site management and technical personnel proposed for the contract.	Name (optional), designation, nos., qualification ,experience (no. of years) of the key site management and technical personnel proposed to be deployed in the contract
10	List of major items of equipment proposed to carry out the contract.	Name of equipments, Make, model, capacity and nos to be deployed etc. [In respect of The Continuous Miner/Similar equipment with continuous cutting technology proposed to be deployed; cutting drum width should be equal to or more than 2.4m and the maximum operating height should be equal to or more than 5.0 m.]
11	Any other document to support the qualification information as submitted by bidder on-line/required as per bid document e.g. <ul style="list-style-type: none"> • Mine /district layout and sequence of operation. • detailed Network of implementation • Requirement of air at the last split of each working district and at the entry of the district.etc. 	

In case the L-1 bidder fails to produce the original documents as stated above within the specified period of seven days after the date of Reverse Bidding or if any of the information furnished by L-1 bidder on-line/off line is found to be false/incorrect by the Tender Committee during verification of original document, which changes the eligibility status of the bidder, then the tender will be cancelled and re-tendering will be done with forfeiture of EMD and banning of L-1 bidder for one year from participating in future tenders.

The original documents as stated above will be returned to L-1 bidder after verification by Tender Committee and the self-certified copy submitted by him shall be retained by the department.

1.20 BID PER BIDDER

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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.

1.21 REFUND OF EARNEST MONEY

The Earnest Money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this

purpose means the bidders who have not qualified for opening of Reverse Bidding and those who have not emerged as L-1 tenderer after participation of reverse bidding. The Earnest Money deposited by the L-1 bidder in the form of DD/BC shall be adjusted against Performance Security Deposit (PSD). The Earnest Money deposited by the L-1 bidder in the form of Bank Guarantee (BG) will be discharged when the bidder has furnished the required PSD and signed the agreement.

1.22 SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

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

1.23 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 and liable for this costs.

1.24 MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed on line only before the deadline of submission of tender and bidder may modify and resubmit the bid on line as many times as he may wish. System is designed to accept only the latest revision submitted by the tenderer as their valid offer.

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.

No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid after the deadline for submission of Bids and the before expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Clause 29 may result in the forfeiture of the Bid Security and Banning/delisting of bidder for one year period from participating in future tender.

1.25 BID PRICES

The Bidders shall offer for the whole work based on the Bill of Quantities. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

1.26 All duties, taxes (**excluding Service Tax only**) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. 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. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax. **Service tax will be paid extra, if payable.** Payment of service tax by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.

1.27 CURRENCIES OF BID AND PAYMENT

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

[For calculating equivalent US \$, the Bill selling rate of SBI (Opening rate at major exchanges in India like NSE or BSE) on the start date of submission of bid shall be considered.]

1.28 The Company reserves the right to postpone the date of on-line submission and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

1.29 BID VALIDITY

The Bid shall remain valid for a period of 180 days after the end date for bid submission. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend period of validity for a specified additional period. The Employer's request and bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his EMD/bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD/bid security (if submitted in the form of BG) for a period of 90 days beyond the extended validity of bid.

1.30 BID LESS THAN THREE

Tender will be opened on the pre-scheduled date if at least three tenders are received. If the number of tenders received up to the deadline of submission of tender are less than three, the bid submission end date and time, shall be extended by **2 (Two) working** days. In this extended period any new bidder having requisite eligibility can submit his online tender. However the existing bidders shall be allowed to revise their bid.

Up to the extended date in above manner if number of tenders received remains less than three, the bid submission end date and time, shall be further extended by **5 (five) working** days. However, the existing bidders shall be allowed to revise their bid.

If up to the second extended date no fresh online tender is received, the tender(s) received so far shall be opened after verification of EMD and affidavits etc. as stipulated in the normal process.

Reverse bidding shall also be carried out as per normal process and the bidder(s) will have option either to accept the base bid price or reduce the price further but do not have option to quit from reverse bidding process which may result in the forfeiture of the bid security and debarring to participate in future tender for one year.

1.31 EMPLOYER'S RIGHT TO ACCEPT OR REJECT THE BIDS

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

1.32 AWARD CRITERIA

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price after on-line reverse bidding, provided that such Bidder has been determined to be eligible in accordance with the provision of Clause No. 1.6 (eligible bidders) and Clause No. 1.7 (Qualification Criteria).

1.33 This Tender Notice shall be deemed to be part of the Contract Agreement and its stipulation supersedes corresponding Clauses mentioned anywhere else in the Bid document displayed on e-tender website.

1.34 The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety. Tendered quantity may be reduced along with the timeframe.

1.35 Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

1.36 Initial Medical Examination of all contractual mining workers is mandatory and an amount of ₹ (INR) 950.00 (Rupees nine hundred fifty only) or as per subsequent revised rate shall be charged towards conducting IME for each Contractor's worker, which shall be recovered from the bills of the contractors.

1.37 The payment to the contractors after award of work will be made through Electronic Mode.

1.38 Tenderers are advised to visit the work site before offering the rates for the above work to avoid disputes.

1.39 The contractor/contractors shall not pay in respect of his employees of different categories less than the minimum wages for contractual workers engaged in Mining Activities (notified and prevalent as per policy decision of the Company/CIL valid from time to time). The prevalent Minimum wages of the contractor's workers engaged in mining activities of different categories are as under :

Categories of employee	Minimum wages of contractor's workers engaged in mining activities (w.e.f. 01.10.2015) [as per Office Order of CIL vide CIL/C-5B/JBCCI/HPC/174 dated 20.11.2015]
Unskilled	Rs.495
Sami-skilled	Rs.533

Skilled	Rs.571
Highly Skilled	Rs.609

1.40 PURCHASE PREFERENCE

The company reserves its right to allow Public Enterprises Purchase Preference facility as admissible under prevailing policy.

1.41 The Bidders are required to sign the Integrity Pact as per format given in Part-I of Tender Document along with witness.

Name & address of the Independent External Monitor (IEM):

Name	Address
Sri B.P. Nilratna, IAS (Retd.)	Sri B.P. Nilratna, IAS (Retd.), D-II/15, Pandara Road, New Delhi-110003 e-mail : dr.b.b.nilaratna@gmail.com

General Manager (CMC)

Copy to:

1. IEM : Sri B.P.Nilratna, IAS (Retd.), D-II/15,Pandara Road, New Delhi-110003
e-mail : dr.b.b.nilaratna@gmail.com .
2. D(T)P&P,CCL, Ranchi
3. CVO, CCL, Ranchi
4. TS to CMD, CCL.
5. CGM(O)/ GM(P&P)/ GM(UG)/ GM(E&M)/ GM(F)-Opn
6. Regional Director, RI III,CMPDIL,Ranchi.
7. PRM, CCL, Ranchi – With the request to arrange for publication of abridged form of above notice in **newspapers, trade journal** as per policy of the Company at the earliest before start date of bid submission and send clippings to this office as proof of publication.
8. GM (System), CCL – with the request to upload GBD on Websites www.ccl.gov.in (along with CD) www.eprocure.gov.in and www.tenders.gov.in. [The notice should remain on display till **bid submission end date or extension thereof**]
9. Service Provider (Name of person & Address, Phone No.)
Mr. Imtiaz Ahmad, Mob. 09163348026,OR Sri Jai Mohan, Mob. No.08873002751
e-mail – imtiaz.ahmed@mjunction.in OR – jai.mohan@mjunction.in
<https://eps.buyjunction.in>

2. INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF TENDER

The CCL (referred to as Employer in this document) invites bids for the work of deployment Continuous Miner/ Similar Equipment with Continuous Cutting Technology on hiring basis (as defined in this document and referred to as “the works”) detailed in NIT.

2.2 ELIGIBLE TENDERER

2.2.1 The invitation of Bid is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

2.2.2 All bidders shall provide in their bid (Part I), Forms of Bid and Qualification Information,

2.2.3 Joint Venture/Consortium: A joint venture company may undertake the contract . A consortium of Two or more (maximum three) companies/parties may jointly undertake the contract.

Joint Venture (JV) /Consortium must comply following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources(*of the relevant period*) and the equipment/fleet strength of the individual partners of the JV / Consortium will be added together and the total criteria should not be less than the required qualification criteria.
- ii) The formation of joint venture/ Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- iii) The bid, and in case of a successful bid- the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint

Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.

- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/ Consortium or authorized signatory on behalf of JV/ Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium agreement may specify the share of each individual partner 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 partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The earnest money/ bid security bank guarantee can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

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

- xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by JV / Consortium before making any payment.

2.2.4 The consortium shall comply with the requirements as mentioned at 2.2.3 above.

Individual company representing group of companies where different companies of the same group will fulfill the eligibility criteria may participate in this tender. The representative company should give a teaming agreement to this effect.

2.2.5 The Company reserves the right to allow Indian Central Public Sector Enterprises purchase preference facility as admissible under prevailing policy.

2.3 QUALIFICATION OF THE TENDERER

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

- A.** The Bidder must be a manufacturer of Continuous Miner / Similar Equipment with Continuous Cutting Technology. The equipment as above which is proposed for deployment must have produced at least 0.4 million tonne of coal from underground mines in any one production year in the preceding 7 years ending on **last day of month previous to one in which NIT is issued.**

OR

- B.** The bidder must have a legally binding agreement with a manufacturing organization or his

authorized agent/ dealer (provided the such authorized agent/ dealer has such delegation of power on behalf of the Manufacturer to do so) which have successfully manufactured and supplied Continuous Miner/ Similar Equipment with Continuous Cutting Technology. The equipment as above which is proposed for deployment must have produced at least 0.4 million tonne of coal from underground mines in any one production year in the preceding 7 years ending on **last day of month previous to one in which NIT is issued**, and the agreement must clearly confirm that the bidder would have all the supports and services from the said organization or his authorized agent / dealer upto the period/ tenure of the contract.

OR

- C. The bidder must have produced at least 0.4 million tonne of coal from underground mines in any one production year using Continuous Miner/ Similar Equipment with Continuous Cutting Technology in the preceding 4 years ending on **last day of month previous to one in which NIT is issued**.

- 2.3.2** The intending Bidder must have minimum **financial turnover of ₹(INR) 910 million** or equivalent US \$ in any financial year during last 7 financial years ending last day of month previous to the one in which bid applications are invited.

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

For example: If bidding is being done in 2015-16 and the turnover of year 2013-14 was ₹(INR) 100 million, to bring current price level it will be considered as $₹100 \times \{1 + (5 \times 2 / 100)\} = ₹110$ million (considering a period of 2 years between 2013-14 & 2015-16).]

- 2.3.3** The intending Bidder must provide evidence of possessing adequate **working capital of ₹(INR) 280 million** or equivalent US-\$ inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

[**Note:** For calculating equivalent US \$, the Bill selling rate of SBI (Opening rate at major exchanges in India like NSE or BSE) on the start date of submission of bid shall be considered.]

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

- 2.3.5 All bidders** shall upload the following information / scanned copy of documents and submit hard copy of corresponding documents and all other documents requested to be submitted in Global e-Tender Notice within the periods mentioned therein (copies of all documentary evidences are to be duly authenticated by the bidders/ constituted attorney of the bidders with full signature and seal. All signed declarations are to be made in the bidder's letter head.).

- a. Copies of original documents defining the **constitution or legal status**, place of registration and principal place of business; written power of attorney of signatory of the Bid to commit the bidder.
- b. Total **monetary value of contractual work(s)** performed for each of the last three financial years concluded before issue of NIT (maximum upto last 7 financial years to fulfill TURN OVER criterion as per Clause No. 2.3.2 of GBD).
- c. List of major items of equipment proposed to carry out the contract.
- d. Qualifications and experience of key site management and **technical personnel** proposed for the contract.
- e. Evidence of adequacy of **working capital** for this Contract (access to lines of credit and availability of other financial resources).

- f. Authority to **seek references from the bidder's bankers** (Incorporated in affidavit at ANNEXURE I as per Clause 8.1).
- g. Permanent Income Tax Account Number (**PAN**).
- h. Service Tax Registration Number**
[However, in case, foreign bidder is participating in the bid and is not having PAN Number and Service Tax Registration Number at the time of submission of bid shall have to submit the same before submission of the bills for first payment provided the foreign bidder becomes the successful bidder.]
- i. The bidders would give a declaration that they have **not been banned or delisted** by any Government or Quasi-Government agencies or Public Sector Undertakings (PSUs). If a bidder has been banned by any Government or Quasi-Government agencies or PSUs that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive (Incorporated in affidavit at ANNEXURE I as per Clause 8.1).
- j. The bidder who participated as **consortium** must submit **original copy of MOU** for the formation of consortium. Any bid by a consortium without it is likely to be rejected.
- k. **E-payment format** authenticated by bidder's banker (Annexure III).
- l. **Integrity pact** duly signed by bidder.

[Note: The intending bidder will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Annexure I as per Clause 8.1).]

2.3.6 Even though the bidders meet the 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. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- c. having negative net-worth in any one of the past three years (based on audited accounts submitted as per table given in Clause 3.4 of this document).

2.4 ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually or a partner in Joint Venture company /consortium. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

If two or more subsidiaries of a parent company / one or more subsidiary company and the parent company participate in the tender, they must be within a single consortium / JV, otherwise their bids shall be rejected.

2.5 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.

2.6 SITE VISIT

The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, underground and on the surface, the geological and strata conditions decisive for the

success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their bids.

- 2.6.2** Although certain information are provided in Technical Volume of this NIT, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. CCL will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.
- 2.6.3** Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.
- 2.6.4** It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.
- 2.6.5** It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.

2.7 CONTENTS OF BIDDING DOCUMENTS

- 2.7.1** The set of bidding documents comprises the chapters listed below and addenda issued in accordance with Clause 2.9:

Chapter 1	Notice Inviting Tender
Chapter 2	Instructions to Bidders
Chapter 3	Forms of Bid and Qualification Information
Chapter 4	Conditions of Contract
Chapter 5	Mine Profile & Geo-mining information
Chapter 6	Tender Drawings
Chapter 7	Scope of work and price bid format
Chapter 8	Formats

2.8 CLARIFICATION OF BIDDING DOCUMENTS

- 2.8.1** A prospective bidder requiring any clarification of the bid documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification (refer Clause 1.2).

2.9 AMENDMENT OF BIDDING DOCUMENTS

- 2.9.1** Before the last date for the submission of Bids, the Employer may modify the bidding documents by issuing addenda.

2.10 LANGUAGE OF BID

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

2.11 DOCUMENTS/ INFORMATION COMPRISING THE BID

2.11.1 The Bid will be submitted by the bidder in the manner as described in Tender Notice (Clause 1.0).

2.12 BID PRICES & TAXES

2.12.1 Bidder shall quote the price ensuring minimum guaranteed production for 9 (nine) years mentioned in NIT.

2.12.2 The bidder shall quote the following in their price bid

- Specific price per tonne of coal produced = ₹..... /tonne of coal

Note:

- a) Conditional Offer will be considered non responsive.
- b) All Bidders have to quote the specific price per tonne in INR (₹) only. Payments shall be made in INR only.
- c) Electricity and explosives shall be provided by CCL to the Contractor and will be charged on actual at prevalent rate. Arrangements for all other consumables, diesel etcare to be made by the Contractor at his own cost.

2.12.3 The price quoted would include the cost of the following:

- Cost of scientific study.

[Note: The bidder shall quote separately the cost of scientific study (required for obtaining DGMS permission for the introduction of Continuous Miner / Similar Equipment with Continuous Cutting Technology in the above mines and strata monitoring as required by DGMS). In case post scientific study DGMS does not approve Continuous Miner / Similar Equipment with Continuous Cutting technology at Churi-Benti UG mine, this Contract will not come into force. In such case, the liability of CCL will be limited to reimbursement of 50% of the cost of aforesaid scientific study (conducted by the bidder) or ₹1.0 million (whichever is less). Such payment will be released by CCL after 30 days of disapproval/ rejection of the proposal by DGMS on submission of final report on scientific study and invoice by the bidder.

However, in case DGMS permission is obtained, this amount is construed to be included in the quotation for "Specific price per tonne of coal produced" (vide Clause 2.12.2) (to be quoted by the bidder) and will neither be paid separately nor be considered for evaluation of the bid.]

- Cost of hiring of Equipment to be supplied by the bidder for cutting of coal, roof support and carrying coal till it is loaded onto Trunk belt Conveyor.
- Cost of all spare parts and all consumables for operation of Equipment.
- Cost of wages for manpower deployed by the bidder.
- Cost of Electricity, explosive and POL consumption.

[Note: Electricity and explosives will be provided by CCL to the Contractor and will be charged on actual at prevalent rates and arrangements for all other consumables, diesel etc. are to be made by the Contractor at his own cost]

- Cost of Ventilation Stopping(s), isolation stopping(s), fire stopping(s) and air crossings, if any, and installation of Auxiliary Fan(s) to be provided within the district.
- Cost of face communication and lighting within the district.

- Cost for supporting the strata and/or blasting of the strata, if required
- Cost for all the facilities to be provided within the district and materials required.
- All duties, taxes (excluding service tax & cess on service tax) and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and total Bid Price. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates and total Bid Price submitted by the Bidder.
- Any other cost to fulfill the Bidder's obligations under the contract.

2.12.4 The rates 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 Clause 2.13 below.

2.12.5 If Service Tax is payable for such contract it shall be borne / reimbursed by CCL based on the documentary evidence submitted by the Bidder. However, the first bill shall be payable against submission of invoice but from second bill onwards it shall be payable after reconciliation with the documentary evidence of submission of earlier service tax to the tax authority.

2.12.6 All new taxes and all amendments related to Service Contract after submission of bid to existing taxes which is notified after the last date of submission of tender will be borne by CCL except when such taxes are on the personnel of the successful bidder or related to income tax on the successful bidder or its employees and similarly returned / deducted to / by CCL in case of decrease.

2.12.7 R&D Cess, if applicable in India, will be payable by CCL.

2.12.8 In case the Contractor avails cenvat credit, the same shall be passed on to the CCL.

2.13 CURRENCIES OF BID AND PAYMENT

2.13.1 The specific rates for per tonne of coal produced shall be quoted by the Bidder in INR (₹) only. Payment under contractual obligation shall be made to the successful bidder only for coal produced.

2.13.2 Total contract period will be of 9 (Nine) Years as indicated in the NIT. For payment to the successful bidder the Specific Price/tonne shall be subject to variation on quarterly basis as follows:

$$\text{Revised Specific Price/tonne} = (0.55 \times \text{Specific Price/tonne}) + (0.45 \times \text{Specific Price/tonne} \times \text{Average WPI in the subject quarter} / \text{Base WPI})$$

Where,

- o Average WPI in the subject quarter = Average Wholesale Price Index(WPI) prevalent in the subject quarter.
- o Base WPI = Wholesale Price Index (WPI) prevalent for the month immediately preceding the month in which tender (Price Bid or revised Price Bid) was submitted.

Here, "WPI" relates to WPI of "All Commodities" (Monthly Averages) notified by RBI.

2.14 BID VALIDITY

2.14.1 The Bid shall remain valid for a period of 180 days after the end date for bid submission.

2.14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend period of validity for a specified additional period. The Employer's request and bidder's response shall be made in writing. A bidder may refuse the request without forfeiting his EMD/bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD/bid security (if submitted in the form of BG) for a period of 90 days beyond the extended validity of bid.

2.15 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

2.15.1 Earnest Money can be deposited from any scheduled Bank in the format given in the bid document (Clause 1.3). Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Employer as non-responsive.

2.15.2 Earnest Money / Bid Security of the unsuccessful bidders shall be refunded as promptly as possible after finalization of tender and shall bear no interest.

2.15.3 The Bid Security / Earnest Money may be forfeited:

a) if the bidder withdraws the Bid after Bid opening during the period of Bid validity;

Or

b) in the case of successful bidder, if the Bidder fails within the specified time limit to:

i) Sign the Agreement;

Or

ii) furnish the required Performance Security / Security Deposit

Or

c) if the bidder does not accept the correction of the bid price.

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

2.16 FORMAT AND SIGNING OF BID

2.16.1 The Bidder shall prepare the Bid comprising the documents as described in e- NIT/GBD. No additional terms/ conditions other than prescribed in the tender documents will be entertained and conditional tender shall be rejected.

2.16.2 All hard copy of documents of the Bid shall be typed or computer printed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder, pursuant to Sub-clause 2.3.5. All pages of the Bid document shall be signed by the Bidder.

2.16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the Bidder. Erasing or overwriting in the bid document may disqualify the Bidder.

2.17 SEALING, MARKING AND SUBMISSION OF BIDS

2.17.1 The Bidder shall submit the Bid in the manner described in relevant clauses of e-NIT.

The envelope containing hard copy of documents shall be submitted in tender box kept in office of the GM (CMC), CCL or addressed to the Employer at the following address and submitted accordingly before the last date for submission:

**THE GENERAL MANAGER (CMC)
Central Coalfields Limited,
Dharbhanga House, Ranchi, Jharkhand
PIN: 834029/834001**

and the envelope will bear the following additional identification:

- Tender Notice No.

- Date:

- Name and address of the Bidder

2.18 LAST DATE FOR SUBMISSION OF BIDS

2.18.1 Bids shall be submitted online on the website as per NIT.

2.18.2 The Employer may extend the last date for submission of Bids by issuing an amendment in accordance with Clause 2.9, in which case all rights and obligations of the Employer and the Bidders, previously subject to the original last date, will then be subject to the new last date.

2.19 LATE BIDS

2.19.1 Any Bid received by the Employer after the last date and time prescribed in e- NIT, due to any reason whatsoever, will not be accepted.

2.20 MODIFICATION AND WITHDRAWAL OF BIDS

2.20.1 Modification of the submitted bid shall be allowed on line only before the deadline of submission of tender and bidder may modify and resubmit the bid on line as many times as he may wish. System is designed to accept only the latest revision submitted by the tenderer as their valid offer.

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.

No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid after the deadline for submission of Bids and the before expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Clause 1.29 may result in the forfeiture of the Bid Security and Banning/delisting of bidder for one year period from participating in future tender.

2.21 BID OPENING

2.21.1 Bid Opening shall be online in the manner as specified in e-NIT.

2.22 PROCESS TO BE CONFIDENTIAL

2.22.1 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.

2.22.2 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after closure of negotiations is liable to debar him from participating in CCL tenders.

2.23 CLARIFICATION OF BIDS

2.23.1 No document presented by the Bidder after closing date and time of the bid will be taken into account by the Evaluation Committee unless otherwise called for during technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid.

2.23.2 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 breakups of unit rates. The request for clarification and the response shall be in writing.

2.24 EVALUATION AND COMPARISON OF BIDS

- 2.24.1** Evaluation and comparison of bids shall be done as mentioned in e-NIT.
- 2.24.2** The employer reserves the right to accept or reject any variation, deviation, or alternative offer and other factors that are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the employer and shall not be taken into account in Bid evaluation.
- 2.24.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work, if any, the Employer may require the Bidder to produce detailed price analysis for any or all items of the work, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

2.25 AWARD CRITERIA

In final evaluation, Quoted Price per tonne of coal produced will be considered for evaluation. However, the Company reserves the right to reject even the lowest bid without assigning any reason whatsoever.

2.26 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 2.26.1** Notwithstanding Clause 2.27, the Employer (i.e. CCL) reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.27 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.27.1** The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by fax & confirmed by registered letter. This letter (hereinafter and in the Conditions of the Contract called the "Letter of Acceptance" or LOA will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the works by the Contractor as to be prescribed in the Contract (hereinafter and in the Contract to be called "the Contract Price").
- 2.27.2** The notification of award will constitute the formation of the Contract.
- 2.27.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder within **60(sixty)** days following the notification of award along with the letter of Acceptance.

2.28 LEGAL JURISDICTION

- 2.28.1** 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 Ranchi court only.

3. QUALIFICATION INFORMATION

(Scanned copy of the information to be uploaded by all the Bidders)

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

3.1 Constitution or Legal status of Bidder (attach copy)

Place of registration:

Principal place of business:

Power of Attorney of signatory Bid(if applicable): (attach)

3.2 General Information

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

Responsibility of the member			
Turnover (in)	< Year>	< Year>	< Year>

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

3.3 Details of Performance of equipment for Similar Nature of Work:
(In last 7 years ending last day of month previous to one in which NIT is issued.)

(Experience should be of similar nature as proposed in the Bid)
(Please use separate sheet for each work/project)

Brief description of the Job (Production of coal using Mass Production Technology/ CM Package)		
Name of the Member responsible for the job		
Contract No.		
Name of mine & Location		
Client's Details Address: Tel.No. Fax-No. e-mail ID: website:		
Type of Equipment deployed		
Targeted Annual production (average)		
Average Annual production achieved		
Maximum production achieved in a year Using a set of Mass production Technology package / CM package.		
Value of total Contract		
Date of award		
Schedule date of completion		
Date of actual completion		
Name :		
Designation:		
	Signature with seal	Date

Note: Similar nature of work means winning coal without blasting from underground Mines by deploying Continuous Miner / Similar Equipment with Continuous Cutting Technology with associated equipments.

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

Financial information (in ₹)	Actual: Previous three years
------------------------------	------------------------------

	1	2	3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profit before tax			
6. Profit after tax			

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

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

Source of financing	Amount in INR (₹)
1.	
2.	

3.6 Details of bankers:

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

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

Year	Award FOR or AGAINST applicant	Name of the client, Cause of Litigation and Matter of dispute	Disputed amount in INR (₹)

3.8 Details of the Equipments (Continuous Miner / Similar Equipment with Continuous Cutting Technology) Proposed to be used for the work:

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

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

3.9 Performance of the Equipment (Continuous Miner / Similar Equipment with Continuous Cutting Technology) Proposed to be used:

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

- 3.10 A. Permanent Income Tax Account No. (PAN),** wherever applicable.
B. Service Tax Registration Number, wherever applicable.

3.11 Details Of Earnest Money / Bid Security

Deposit of Earnest Money by:

Draft No.:

Drawn on:

Amount (₹):

Bank Guarantee (BG) Details:

Name of the Bank:

Amount of BG:

Bank Guarantee valid up to:

3.12 Other Details

- Details of registration/ enlistment with Government organizations/ PSUs/ Subsidiaries of Coal India Limited.
- Certificate of registration as per statutory requirements under Sales Tax / alternative document, Contract Labour Laws etc. as may be applicable.
- Certificate of registration with PF authorities / alternative document as applicable.
- Acceptance by the Tenderer of the conditions of contract as per Tender Documents
- List of minimum and maximum number of person grade and designation wise to be deployed in a shift by the bidder.

Signature of the Tenderer: -----

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

CHECK LIST TO BE FURNISHED BY ALL BIDDERS

Bidders are requested to fill column 3 and upload scanned copy of duly signed check list along with their offer.

Sl. No.	Information/data/confirmation/ documentary proof furnished	Yes (Y) or No (N)
1	2	3
1	EMD deposited as per NIT and submitted	
2	Proof of fulfilling the eligibility criteria furnished.	
3	Proof of Financial Soundness furnished	
4	Furnished Audited/Certified Account/Financial Statement of last 3 years.	
5	Furnished P&L account and Balance sheet of last 3 years.	
6	Furnished Annual Turnover of last 3 years	
7	Furnished Average turn over in last 3 years.	
8	Furnished status of DGMS approval of each equipment	
9	Whether site of work visited	
10	Whether attended Pre bid meeting held at CCL	
11	Offer has been submitted strictly as per e-NIT and Clause 2.11 of GBD under heading document comprising the Bid	
12	Furnished document establishing good eligibility and conformity to bidder documents.	
13	Furnished detailed specification of equipment offered	
14	Furnished documents regarding past performance of offered equipment	
15	All pages of hard copies have been numbered and signed by duly authorized person.	
16	Letter of authorization (Power of attorney) enclosed	
17	Whether Bidder agrees to the scope of work and all terms and conditions of the GBD including the e-NIT online.	
18	Furnished mine/district layout and sequence of operation.	
19	Furnished detailed Network of implementation.	
20	List of manpower (grade-wise) to be provided by the bidder in each AAP	
21	Requirement of air at the last split of each working district and at the entry of the district.	

Signature of bidder

4. CONDITIONS OF CONTRACT

4.1 DEFINITIONS AND ABBREVIATIONS

4.1.1 DEFINITIONS

- i. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- ii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-charge.
- iii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the bidder to the Owner.
- iv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - 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.
- v. The word "Company" or "Employer" or "Owner" or "CCL" wherever occurs in the tender document, means the Central Coalfields Limited, Darbhanga House, Ranchi represented at head quarter of the company by the General Manager (CMC) or his authorized representative or any other officer specially deputed for the purpose.
- vi. The 'Contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the Successful bidder together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.
- vii. "**Contract period**" shall start within **eighteen months** from the date of issuance of Letter of Acceptance (LOA) and shall continue up to three months from last full and final payment released by CCL to the Contractor after issue of contract completion certificate by CCL. Contract period shall count from the date of commencement of contract and include 9 (nine) production years of cumulative coal production, or include production years till the exhaustion of mineable reserves in the proposed panels in Churi-Benti UG Mine prior to the expiry of the aforesaid 9 (nine) production years of cumulative coal production, whichever is earlier. However, the company reserves the right to extend the contract both in terms of quantity and time under the same terms and conditions as stipulated in this bid document.

- viii. **"Contract Price"** is the amount in INR equal to the product of "Specific price per tonne of coal" and "sum of the minimum guaranteed production of all production years in tonne". It is not the total amount payable to the Contractor which will be dependant of amount of coal produced.
- ix. The word "Contractor" wherever occurs means the successful Bidder/Bidders who has/have been given written intimation about the acceptance of tender and has/have deposited the necessary performance security and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- x. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- xi. Date of commencement of Contract shall mean the date of fulfillment of the following conditions:
 - a) obtaining of necessary DGMS permission by the bidder for the equipment to be used in the said mine, and
 - b) obtaining of necessary DGMS permission by the company for the extraction of pillar for the deployment of Continuous Miner/ Similar Equipment with Continuous Cutting Technology in the said mine and strata monitoring as required by DGMS, and
 - c) issuance of Letter of Acceptance (LOA) by the company.
- xii. "DGMS" means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.
- xiii. "Development" means the drivage of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.
- xiv. "District" means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine.
- xv. "Drawings"/ "Plans" shall mean all:
 - a) drawings furnished by the owner/consultant as a basis for proposals,
 - b) drawings submitted by the Contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - c) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, if any and
 - d) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer.
- xvi. The word "Engineer" or "Engineer-in-charge" or "Designated Officer-in-charge" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of Contract. He will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person or any other competent person and notify to 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/Engineer-in-charge/ Designated Officer-in-charge.
- xvii. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the

contract after successful completion.

- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipments, stores or Works under the contract and/or the duly authorized representative of the owner.
- xix. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.
- xx. "**Continuous Miner / Similar Equipment with Continuous Cutting Technology**" means the technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal. **The Continuous Miner / Similar Equipment with Continuous Cutting Technology so deployed should not have the cutting drum width less than 2.4 m AND the maximum operating height should not be less than 5.0m.**
- xxi. "The mine or Site" shall mean the underground mine or site of the contract work including land and any building and erections thereon and any other land allotted by the company for Contractor's use in the performance of the contract.
- xxii. "Month" shall mean a calendar month according to the Gregorian calendar.
- xxiii. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxiv. "Production Year" shall mean 6100 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following deployment of bidder's underground equipment and the date of commencement of production. In case of stoppages for which Employer is responsible, working on weekly rest days and public holidays will be allowed to compensate such stoppages. Stoppages of less than half an hour shall be disregarded entirely for the purpose of accumulation. "One day of additional work shall be allowed for every 20 hours of stoppages accumulated. The actual hours worked on any Sunday or a public holiday will reduce the accumulated hours of stoppages on 'hour by hour' basis. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the Production Year shall be extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.
- Time required for shifting of the equipments from one panel to another panel shall be included in the production year. However, time period required in shifting the equipments from one seam to another seam and overhauling the machines shall not be included in the production year.
- A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of Contact execution.
- xxv. "Pillar extraction" means extraction of coal blocks formed after development by any method; with a reasonable percentage of recovery of coal, leaving void underground. The method of pillar extraction should be approved in writing by DGMS.
- xxvi. "Site Investigation and Monitoring Services" means those expert services which the Bidder shall procure from a suitably qualified firm. The Bidder has the responsibility for engaging such firm, coordinating provision of services for the Contract Period, & making payment to the firm.
- xxvii. "Specification" shall mean the technical specifications forming a part of the contract and such

other schedules and drawings as may be mutually agreed upon.

- xxviii. The term “sub-contractor”, means any person to whom execution of any part of the work including supply of any Equipment is sub-Contracted directly or indirectly by the Contractor, and includes his legal successors or permitted assigns.
- xxix. The "Works" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to be obviate any risk or accident or failure or become necessary for security.
- xxx. ‘Written Notice’ shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Contractor /Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xxxi. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxxii. “Commercial Production Period” means coal production period during which the successful bidder/ contractor will produce minimum guaranteed coal per annum by deploying Continuous Miner or Similar Equipment with Continuous Cutting Technology as per the production schedule of 1st to 9th Production years (as quoted in Clause 1.1 of this bid document against each production year).

Starting of the “commercial production period” will be

- a) 1½ years from the date of obtaining DGMS approval after issuance of Letter of Acceptance and signing of agreement with the successful bidder/ contractor; **OR**
- b) Within 6 (six) months from the starting of coal extraction by drilling and blasting (if any) in case of heightening and widening of pre-developed galleries; **OR**
- c) Declaration in writing by the successful bidder/ contractor of starting of the commercial production; **whichever is earlier.**

4.1.2 ABBREVIATIONS

Abbreviation	Meaning	Abbreviation	Meaning
AIEE	American Institute of Electrical Engineers	LD	Liquidated Damages
ASME	American Society of Mechanical Engineers	LoA	Letter of Acceptance
BARC	Bhabha Atomic Research Centre	MCB	Most Competitive Bidder
BG	Bank Guarantee	MoC or MOC	Ministry of Coal
BIS	Bureau of Indian Standards	MoU or MOU	Memorandum of Understanding
BPE	Bureau of Public Enterprises	MSL	Mean Sea Level
CHP	Coal Handling Plant	Mte or MTe	Million tonne
CIL	Coal India Limited	Mty or Mtpa	Million metric tonne per year
CM	Continuous Miner	NCWA	National Coal Wage Agreement
CMPF	Coal Mines Provident Fund	NIT	Notice Inviting Tender
DD	Demand Draft	NPV	Net Present Value
DGMS	Directorate General of Mines Safety	PERT	Program Evaluation & Review Technique
DPR	Detailed Project Report	PF	Provident Fund

Abbreviation	Meaning	Abbreviation	Meaning
CCL	Central Coalfields Limited	PSLW	Powered Support Longwall
EMD	Earnest Money Deposit	PSU	Public Sector Undertaking
EMP	Environmental Management Plan	PWD	Public Works Department
FDR	Fixed Deposit Receipt	R & R	Rehabilitation & Resettlement
GBD	Global Bid Document	RBI	Reserve Bank of India
GCV	Gross Calorific Value	RL	Reduced level
GTC	General Terms & Conditions	SSR	Systemic Support Rule
HFL	High Flood Line	TPD or tpd	Tonne per day
INR	Indian National Rupees	UG	Underground
ITB	Instruction to Bidders	USD	US Dollar
JV	Joint Venture		

4.2 CONTRACT DOCUMENTS

4.2.1 The successful bidder shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of 'letter of acceptance' of tender or within such extended time as may be granted by the owner. If the successful bidder is a consortium / Joint Venture company, the contract agreement should be signed jointly by each member of consortium / Joint Venture Company. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the successful bidder in the prescribed form within 28 (twenty eight) days from the date of issue of 'letter of acceptance'.

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

4.2.3 The following documents shall constitute the contract documents:

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

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

and maintain secrecy, as required of such documents.

4.3 DISCREPANCIES AND ADJUSTMENTS THEREOF

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

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

4.4 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

4.4.1 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.

4.4.2 Performance Security (first part of security deposit) should be 5% of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below:

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

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor after the bidder has furnished requisite performance security. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) on bidder's acceptance.

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

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

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

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

Additionally the company reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12(twelve) months.

4.4.3 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

The Retention Money amount may be refunded against equivalent Bank Guarantee, in the form given in the bid document only for values above ₹(INR) 25 lakhs. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract, if any.

4.4.4 Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge)

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work.

4.4.5 Additional performance security:

Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

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

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

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

4.5 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF

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

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

4.5.3 However, Contractor may request the company in writing for extension of time giving full reason for the delay in commencing the execution of the work within the aforesaid date which the company may consider on basis of merit and may allow reasonable extension of time. Such extension shall be communicated to Contractor in writing by the company within 1 (one) month

from the date of receipt of such request.

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

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

4.6 QUALITY ASSURANCE

4.6.1 Contractor shall carry out and the complete the work in every respect in accordance with the contract and shall ensure that work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/ directions in writing to the Contractor.

Contractor shall adopt prudent industrial practices to avoid mixture of foreign materials like stones and metallic objects during mining of Coal and take measures to the satisfaction of CCL to ensure that to the extent possible no stones or foreign material extraneous to Coal shall be delivered.

The Contractor is responsible to produce (-)200 mm size of coal.

4.7 MEASUREMENT AND PAYMENT

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

In case the quantity of coal produced is to be decided on the basis of survey, the specific gravity of coal shall be determined on the basis of joint sampling of coal.

4.7.2 Measurement of coal will be in metric tonnes. Net weight of coal will be derived from weighment readings of the belt weightometer(s) installed below ground, which will be provided by CCL. The belt weightometer(s) shall be calibrated and stamped as per the schedule specified by the Department of weights & measures of the state in which the mine is located. Wherever possible, it would be cross checked by underground survey. In case of panel extraction, cross checking by underground survey will be done, if feasible. In case of breakdown of belt weightometer(s), measurement by underground survey of face advance will be adopted for development districts, and in case of depillaring districts the measurement of coal will be done on mutually agreed basis.

Calibration of belt weightometer(s) and measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.

Before taking up calibration of weightometer(s) or measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the Contractor to attend or to send his representative to attend the calibration / measurement. Every calibration / measurement thus taken shall be signed and dated by both the parties on the site on completion of the calibration / measurement.

In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the calibration / measurement after receiving the intimation, the calibration / measurement taken by the Engineer-in-Charge or by his authorized representative shall be taken to be the correct measurement.

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

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

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

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

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

4.8 MOBILISATION ADVANCE

No mobilisation advance shall be given to the contractor.

4.9 TERMINATION, SUSPENSION, CANCELLATION & FORE CLOSURE OF CONTRACT

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

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

or

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

or

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

or

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

4.9.2 The contract shall stand terminated under the following circumstances:

In the case of Contractor being a company, its affairs are under liquidation either by resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

4.9.3 On cancellation of the contract or on termination of Contractor, the Engineer-in-charge shall have powers to carry out the incomplete work by any means at the risk and cost of Contractor.

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

4.9.5 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 to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

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

4.10 LIABILITY FOR ACCIDENTS AND DAMAGES

4.10.1 The Company will not be responsible for any accident during work to any workman/staff or any one who is assigned job by the Contractor under the contract. Company shall have no responsibility/liability whatsoever for compensation payment in case of accident. The Contractor shall be responsible for loss or damage to the development works, equipments etc. during entire Contract period.

4.10.2 The contractor shall take adequate insurance covererage (ref clause 4.18) for payment of any compensation to any work-man /staff of the contractor or of CCL if the said work-man/ staff/officers of either the contractor or CCL dies or suffers an injury from any accident arising during the course of operation of the continuous miner/ similar equipment with continuous cutting technology.

4.11 FORCE MAJEURE

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

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

an agreement within a reasonable time limit.

4.11.3 For the purposes hereof “Force Majeure” shall mean and include Acts of God, War, Hostilities, Riot, Civil War, Insurrection or Civil Commotion, Malicious Damage, Blockades, Embargoes, Strikes and Lockouts, Sabotage, Explosions, Government Actions or non actions, Earthquake, Flood. Fire or other natural physical disaster, Plague or other epidemic, extra-ordinary thinning of coal seam, major geological disturbance (e.g. faults of throw more than 10 m, seam wash-outs and dyke of thickness more than 5m. etc.), which is beyond the control of the party claiming force majeure which prevent or hinder the carrying out of obligations under Contract. Regarding major geological disturbance the opinion of CCL will be the final.

4.12 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 dispute at 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.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with, as per the Guidelines issued by the Ministry of Finance, Government of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

4.13 SUB-CONTRACTING

4.13.1 No Sub-Contracting Without Permission

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

4.14 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

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

4.15 COMMITMENTS TOWARDS MINIMUM GUARANTEED PRODUCTION

Contractor would guarantee to produce the minimum guaranteed production of coal from the mining districts and delivery the same on the Trunk belt.

4.15.1 Commitment Charges:

In case, the Contractor fails to meet the agreed annual guaranteed production, he will pay commitment

charges as indicated below.

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

- 4.15.2** Payment for coal production during commercial production period will be made monthly at the specific rate (i.e. quoted & agreed rate). This payment will start only after starting of commercial production period. All the coal produced by the contractor before the commercial production period will be paid at the quoted and agreed rate (only after commencement of Commercial production period) with the monthly bill in three equal installments without any interest.

The interim adjustment for **penalty** will be done quarterly and the final adjustment will be made on the basis of coal production in that particular production year.

4.16 DGMS APPROVAL

- 4.16.1** All equipments/goods requiring permission under the law and to be supplied under the Contract must be approved by the Director General of Mines Safety (DGMS), Dhanbad, India for use in gassy coal mines. Approval has to be obtained by the Contractor at his own expense.
- 4.16.2** DGMS approval for the deployment of the Continuous Miner / Similar Equipment with Continuous Cutting Technology (approved by DGMS) in the Underground mine for development & depillaring would be obtained by CCL with the help of the Contractor. CCL would put up application and the Contractor will provide all necessary assistance to CCL for obtaining DGMS approval.
- 4.16.3** Shipment of the equipment shall be made by the contractor, only after the approval of concerned equipment and Technology by DGMS has been obtained.

4.17 APPLICABLE LAWS

- 4.17.1** The contract shall be governed by the laws of India being in force for the time being. The successful bidder shall be governed by any applicable National, Municipal, Local or other law and any requirement or regulations of any Indian Governmental Authority or Agency in connection with the performance of the work.
- 4.17.2** The Contractor shall observe all the safety rules and regulations as required under the statutory Acts of the Government of India including specially, Mine Safety Regulations of India. The Contractor shall be well acquainted with all such laws applicable in connection with the performance of the contract and diligently observe and comply with all such laws.
- 4.17.3** CCL shall have the right to object to an unsafe practice followed by the Contractor and direct that the work be carried out in a safe manner.

4.18 INSURANCE

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

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

4.19 ACCESS TO SITE AND WORKS ON SITE

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

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

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

4.20 COMPLETION CERTIFICATE

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

4.21 SPECIAL TERMS AND CONDITIONS/OBIGATION OF CONTRACTOR

4.21.1 Contractor, before starting the work, shall furnish to the Engineer-in-charge the list of equipments, proposed to be deployed for the work. No equipments shall be deployed for the work without the approval of the Company.

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

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

4.21.4 Only experienced, skilled and disciplined worker of sound health, good behavior and antecedents having experience shall be deployed by Contractor to operate the equipments deployed for the work.

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

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

- 4.21.7** Contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- 4.21.8** Contractor shall maintain proper records in English/ Hindi of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask Contractor to submit such reports as it considers necessary and Contractor shall be bound to comply with such instructions.
- 4.21.9** The Company shall have no responsibility/ liability whatsoever for compensation payment in case of accident/ damage to the Contractor's equipments in the transit or while engaged in the work.
- 4.21.10** Contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account, and Contractor shall fully indemnify the Company against any claim/ dispute/reference Award, etc. arising out of the same.
- 4.21.11** Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of Contractor and a copy of the same shall be furnished to the Engineer in charge as and when required. All these persons shall be under direct administrative control of Contractor and the management shall have no responsibility/ liability whatsoever in this regard.
- 4.21.12** Contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- 4.21.13** Contractor shall not engage any person less than 18 years of age or female as required by relevant law.
- 4.21.14** Contractor shall not pay less than the minimum wages to the workers engaged by them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force and minimum wages as notified by Coal India Limited for contractors' workers engaged in mining activities (whichever is higher).
- 4.21.15** Contractor shall make payment to his employees at the place (s) and manner specified by the Engineer-in-charge and in the presence of Company's authorized representative who shall duly witness all payments by Contractor to his employees. For this purpose Contractor shall notify to the Engineer-in-charge the wage period (s) day/ date and time of payment.
- 4.21.16** Contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge.
- 4.21.17** Contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- 4.21.18** Contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard.

- 4.21.19** The responsibility of Contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by Contractor against any claim arising out of any non-payment/ short-payment/ dispute/ award.
- 4.21.20** Contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost. However, CCL shall provide their existing vocational training centre for undergoing the said training free of cost.
- 4.21.21** Contractor shall provide footwear, helmets and other protective equipments, to his employees as provided in law at his own cost.
- 4.21.22** Initial Medical Examination (IME) of all contractual mining workers is mandatory and an amount of ₹ (INR) **950.00** (Rupees nine hundred fifty only) or as per subsequent revised rate shall be charged towards conducting IME for each worker, which shall be recovered from the bills of Contractor.
- 4.21.23** Payment to Contractor will be done through Electronic mode. For this the desired information are to be furnished by the bidder.
- 4.21.24** The Contractor shall keep Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Contractor and / or its men and agents.

5.0 MINE PROFILE & GEO-MINING INFORMATION

5.1 GENERAL MINE INFORMATION

5.1.1 MINE / PROJECT

Name of the mine	:	Churi-Benti UG Project
Name of the Area	:	North Karanpura Area
Name of the Coalfield	:	North Karanpura Coalfield
Name of the Company	:	CENTRAL COALFIELDS LTD.
Leasehold Area	:	7.68 sq. km.
Coal seams where Continuous Miner (CM) working is proposed	:	(i) Upper Bachra (UB) seam (ii) Lower Bachra (LB) seam

5.1.2 MINE LOCATION

Churi-Benti UG project is located in the South-central part of North Karanpura coalfield between the latitudes E 23°41'05" - 23°42'04" and the longitudes N 85°03'00" - 85°04'20" covering an area of about 7.68 sq. km in Chatra district of Jharkhand state (refer Plate-1). It is covered by topo sheet nos. 73E/2 and 73A/14 (Scale 1"=1 mile) of Survey of India.

5.1.3 MINE LEASEHOLD BOUNDARY

The present leasehold of Churi-Benti UG mine is 7.68 sq. km. It falls in two geological blocks viz. Churi (5.89 sq. km) and Benti (1.79 sq. km). Churi-Benti UG mine leasehold comprises of mining areas of Churi Old mine, Churi Re-Organization (CRO) mine and part of Benti block (refer Plate 1 & 2).

The boundary of mine is delineated as follows:

North: Ray Bachra UG and Ashok OC mines of CCL;

South: Manki UG mine of CCL;

East: Ray Bachra UG of CCL/ Saphi River; and

West: Fault line of F11A of Benti Block

However, the mining area proposed for deployment of CM system has been earmarked in Churi Block viz. W1-W4, W7-W15, E13, E14, S1-S8 panels of Lower Bachra Seam & US1-US8 panels of Upper Bachra Seam (refer Plate 3 & 6), whose geo-mining details have been provided in this document.

5.1.4 COMMUNICATION & ACCESSIBILITY

Churi-Benti UG project is situated at a distance of 8 km on fair-weather road connecting Khalari and Ray railway stations on the Gomoh-Dehri-on-Sone loop line of the East Central Railway (refer Plate-1). An all-weathered 25 km long road links Khalari with Bijupara village on the state highway connecting Ranchi and Daltonganj. The PWD road connecting Khalari and Barkagaon in Hazaribagh district also passes through the Churi block. CCL Hq. at Ranchi is situated at a distance of about 73km from Churi-Benti UG project.

Nearest Airport : Ranchi

Nearest Railway Station : Khalari

5.1.5 TOPOGRAPHY AND DRAINAGE

The topography of the area except in the western part is gently undulating and sloping towards

Saphi and Damodar rivers. The area as per borehole records and colliery records lies between RL 404.50m and RL 476.80m above Mean Sea Level (MSL). In the western part of the block, adjoining Manki mine, the terrain is hilly, as few spurs of the Belangi Hill (RL 529.74m) traverse the block.

The average annual rainfall of the area is around 1500mm, most of the precipitation of which is during the monsoon season with some winter rains. Damodar and Saphi rivers control the drainage of the area. Water has been found in some drilled boreholes but there has been no evidence of any water under positive piezometric head in any of the boreholes drilled in the block. However, seepage of water has been recorded in the workings of the Lower Bachra seam through the floor of the seam in Incline No. 2A. A highly porous and permeable coarse-grained sandstone and conglomerate layer forming the floor of the Lower Bachra seam appears to be under water pressure and is being recharged in the outcrop region by the Saphi River.

The High Flood Level (HFL) of Saphi River as recorded close to the incline mouth by the colliery authorities in 1976 and supplied to the Exploration Division is 420.95m above the MSL. Part of developed working of Churi-Benti UG in W7, W8, W9 and W10 panels (refer Plate 6) falls below HFL. Two seasonal nalas are also passing over the panels of W6, W7, W8, W9 and W10. While working below it, safety care should be taken.

Incline No.1 in the Lower Bachra seam was driven from the area falling under high flood level of Saphi River. It has since been sealed and six numbers of check dams between 2nd and 3rd levels have been constructed as protective measures.

5.2 GEOLOGY

5.2.1 Geology and Structure of Project Area

The general geological sequence of the North Karanpura Coalfield is as follows:

Sequence of Geological Formation

Upper Gondwana	Mahadeva Formation Panchet Formation	Triassic
Lower Gondwana	Raniganj Formation Barren Measure Formation	Permian
Damuda Sub-group	Barakar formation Karharbari formation Talcher formation	Permo- Carboniferous
----- Unconformity -----		
Gneisses and schists		Pre-cambrian

Of the above, only Karharbari and Barakar formations contain economical coal seams.

5.2.2 Geological Succession of Churi Block

On the basis of available surface and sub-surface data, following succession has been established for Churi Block.

Geological succession in Churi Block

Formation	Broad Lithology	Thickness (m)
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Recent	Soil and sub-soil	0.23 (CBH-3) to 12.20 (NNKC-3)
Barakar	Conglomerate, sandstone, alternate bands of sand stone & shale, grey shale, fire clay etc.	30.03 (NNKC-27) to 84.61 (NNKC-31)
Karharbari	Sandstone, fire clay, grey shale, conglomerate	20.22 (NNKC-15) to 47.42 (NNKC-27)
	Upper Bachra seam	0.13 (NNKC-35) to 4.84 CCPS-10)
	Parting of conglomerate, sandstone, alternating bands of sandstone & shale, sandy shale, grey shale & carbonaceous shale	0.49 (CCPS-10) to 20.27 (CCPS-4)
	Lower Bachra seam	1.71 (NNKC-32) to 11.24 (NNKC-48)
	Sandstone & shale	Not drilled
Talcher	Khakhi green sandstone, shale & boulder bed	Not drilled

The Karharbari formation contains two major coal horizons i.e. Upper Bachra seam(UBS) and Lower Bachra seam (LBS) .

5.2.3 Geological Structure of Churi Block

The area presently under consideration in Churi-Benti UG mine lies between faults F17 & F10. Fault F17 exists in the north-eastern part of the block where as fault F10 exists in the southern and south-western part of the block. The throw of fault F17 is about 50m towards north-west in the northern part which gradually decreases to around 5m in the property. The throw of fault F10 varies from 15-25m and the throw is towards north-east. The area between these two faults is characterized by simple geological structure. There are three more faults (F11A, F12 & F13) in addition to above two faults which trend almost NW-SE with north-easterly throw of 5 to 13m. There are four minor slips also F11B, F11, F15 and F18) whose throw varies from 2 to 5m.

Of the above faults, F11, F11A, F11B, F12 and F15 have been encountered in the mine workings while F18 was responsible for omission of Upper Bachra Seam in NNKC-24. Fault F15 encountered in the mine workings was also responsible for omission of Upper Bachra seam in NNKC-19.

Details of Faults

Sl. no.	Fault No.	Trend	Direction of throw	Amount of throw (m)	Remarks/ Evidence
1	F ₁₀	NW-SE	NE	7-15m throw diminishing in SE direction	Omission of Lower Bachra seam in CBM-6; also encountered in workings of south central part.
2	F ₁₁	NW-SE	SW	0-10m dies out in the west	Encountered in the workings of Lower & Upper Bachra seam in the south Central part and seen in the Saphi river.
3	F11a	NW-SE	N-E	5m	Based on stratum contours.
4	F11b	E-W	South	2m	Based on stratum contours
5	F ₁₂	NW-SE	NE	5m	Encountered in UG workings.
6	F _{12A}	NE-SW	SE	0-3m,	Omission of Upper Bachra seam in CCPS-3
7	F ₁₃	NW-SE	NE	8-15m	Based on aerial photographs & stratum

Sl. no.	Fault No.	Trend	Direction of throw	Amount of throw (m)	Remarks/ Evidence
					contours
8	F ₁₅	East-West	South	3.5m-4.5m	Upper Bachra seam omitted in borehole NNKC-19. Minor slips in the workings of Churi-Benti Colliery.
9	F ₁₇	NW-SE	NE	5-50m	Based on aerial photographs and floor contours
10	F ₁₈	E-W	S	0-4m	Omission of Upper Bachra Seam in NNKC-28

The strike within the block is roughly NE-SW in the major part of the area which gradually swings to almost north-south in the eastern part. The strike between fault F₁₃ and F₁₇ in the north-eastern part has further taken swing to almost NNW-SSE. The local swing in strike is mainly due to rolls. The dip of the strata generally varies between 2° & 3° (1 in 20 to 1 in 40) in the major part of the property. However, in the southern part of the area, gradient gradually increases locally as could be seen from the stratum contour plans.

The seam belong to Karharbari formation, which is known to contain seams with erratic behaviors, therefore, the confidence level of geological interpretation is comparatively low.

5.2.4 Coal Seams

In Churi Block, two seams namely Upper Bachra seam (UBS) and Lower Bachra seam (LBS) have been encountered.

Upper Bachra Seam (UBS) (Refer Plate-4 & 5)

It varies in thickness from 0.13 m (NNKC-35) to 4.84 m (CCPS-10) and is mostly devoid of any dirt bands. Generally, it is 2 to 3 m in thickness in major part of area. The seam thickness decreases to less than 1.2m in the south-western part (NNKC- 26, 28, 33, 35, 40, 48) and in the northern part of the property (NNKC- 43, 44, 49). In the panels proposed for CM deployment, seam thickness varies from around 3.0 to 4.0m.

Lower Bachra Seam (LBS) (Refer Plate-4 & 8)

It is the bottom most seams having thickness from 1.71m to 11.24m (NNKC-48) and occurs 0.68m to 20.27m (CCPS-4) below Upper Bachra seam. The iso-parting indicates that the parting gradually increases from 3m in the middle of the property to about 18m in the south-eastern region. In the north-western part, parting varies from 1 to 3m. The thickness normally varies from 3-5m, which gradually increases to 9m in the western part near Damodar River. In the panels proposed for CM deployment, seam thickness varies from around 2.5m to more than 7.0m.

The summarized range of analytical parameters for LBS & UBS is given in table below:

Analytical Parameters for LBS & UBS

Seam	Particular of Analysis	On 60% RH & 40°C			UHV (kcal/kg)	Grade
		M%	Ash%	VM%		
Upper Bachra Seam (UBS)	Ex-band	6.4-8.5	17.8-27.6	25.6-27.7	4210-5420	C-D
	In-band	5.4-8.0	17.8-30.3	23.2-27.7	3685-5420	C-E

Lower Bachra Seam (LBS)	Ex-band	7.6-9.4	10.9-25.5	24.1-26.5	4330-6225	A-D
	In-band	6.3-9.0	15.9-31.0	21.5-27.3	3640-5865	B-E
Clean bottom section	Clean coal	7.6-9.2	9.0-14.2	23.9-25.3	5755-6610	A-B

Average grade of coal (presently realized) in Churi-Benti UG Mine is GCV band G5 (5801-6100 kcal/kg) for LBS and GCV band G6 (5501-5800 kcal/kg) for UBS).

5.2.5 Project Boundary

The project boundary is the existing leasehold boundary of the mine as stated in Para 5.1.3. The present proposal for deployment of CM is in Western section of CRO (i.e. the area between the trunk headings connected to incline nos. 6 & 7 of CRO and the extent of Damodar River excluding W6 & W16 panels) and few panels in Eastern section of CRO (i.e. Panel E13 only) and part area of Churi Old mine between the trunk headings connected to inclines of Churi Old mine and the extent of Saphi River where parting between UBS and LBS is more than 9.0m (i.e. Panel S1-S8 for LBS and US1-US8 for UBS) (Refer Plate-3 & Plate-6).

5.2.6 Drilling & Exploration

The area is geologically explored and the borehole density is around 9.5 BHs/sq. km.

5.2.7 Dip & Strike

In Churi block, the strike is roughly NE-SW in major part of the area which gradually swings to almost north-south in eastern part of the block. The dip of the strata generally varies from 2° - 3° (1 in 20 to 1 in 40) in major part of the block.

5.2.8 Immediate Roof & Floor

Lower Bachra Seam (LBS): The immediate roof of LBS is carbonaceous shale, grey shale, and fine to medium grained sandstone. Floor is generally grey shale, intercalation of shale and sandstone, carbonaceous shale, sandy shale and at times by medium to coarse-grained sandstone.

Upper Bachra Seam (UBS): The immediate roof of UBS is generally grey shale, sandy shale, conglomerate, medium to coarse grained sand stone, etc. The immediate floor is predominantly carbonaceous shale and grey shale.

5.2.9 Dirt Bands

Lower Bachra Seam (LBS): It has been observed from seam structure plans that there is generally a persistent dirt band of carbonaceous shale grey shale occurring about 2 to 2.5m below the roof of the seam. The bottom section of the seam is generally clean and better in quality than the upper section which is commonly inter banded and often contains thick shaly coal horizons.

Upper Bachra Seam (UBS): The seam thickness varies from 0.13m to 4.84m and is mostly devoid of any dirt band.

5.2.8 Depth Range from Surface

Depth range of the seams in the considered mining area is as under:

Seams	Depth Range (m)	
	Minimum	Maximum
Upper Bachra Seam	26.21	91.00
Lower Bachra Seam	21.59	93.65

5.2.11 Gassiness

The existing Churi-Benti UG project is classified as degree-I gassy mine.

5.2.12 Incubation period

The incubation period of the coal in UBS & LBS is not known. The ignition & crossing point temperatures for UBS are 182°C & 148°C respectively. The figures for LBS are 158°C & 137°C respectively. However, for practical purposes, the incubation period has been assumed as 9 (nine) months.

5.3 RESERVE OF COAL

The proposed panels for deployment of CM technology are mostly developed along the floor of the seam and standing on pillars. The development height is maximum upto 3.0m. The mineable reserve (inclusive of heightening of galleries) in the proposed area is estimated as under:

Particulars	Seam	Av. Thickness Range of the panels proposed for CM Deployment	Mineable Reserve (MTe) of Proposed panels for CM Deployment
Western Section of CRO	LBS	4.32m -7.64m	5.21
Churi Old Section (>9.0m parting area)	LBS	2.49m – 3.14m	0.78
	UBS	2.99m – 4.00m	0.86
Total Mineable Reserve for CM Deployment			6.85

Note: The above stated mineable reserve is estimated based on the available pillars for depillaring after leaving the barrier against HFL of river/nala, village boundary, panel barriers, barriers to protect the main trunk headings of CRO with due consideration of statute and angle of draw (considered as 25 degrees). Thickness of seam within the panel has been considered based on the available Borehole data within the panels and/or in its adjoining panels and iso-chore of the area. The specific gravity of the coal has been taken as per the grade of coal (i.e. 1.45). The estimated reserve may change subject to exploitation of virgin patches within the earmarked panels (wherever practicable).

The reserves extractable from the earmarked panels will be estimated by the bidder and needs to be quoted in the bid document. It is expected that the bidder will exploit the panels with maximum possible percentage of extraction.

5.4 PRESENT MINE STATUS

At present, coal is being extracted from Upper Bachra seam in CRO section of the mine. The workings in Benti Block are waterlogged. Most of the property of Upper Bachra & Lower Bachra seam is developed along the floor of the seam with working height of 2.5m (in UBS)/ 2.7m (in LBS) and width of gallery is 4.2m (Refer Plate-3 & 6). Seam wise status in the considered mining area is as under:

Seams	Present status
Upper Bachra Seam	Seam is mostly manually developed by Bord & Pillar method of mining along the floor of the seam and standing on pillar. Generally, pillar sizes are 25m x 25m (centre to centre) with gallery cross-section

	4.2m (width) x 2.5m (height)
Lower Bachra seam	Seam is mostly developed by Bord & Pillar with LHD (Load Haul Dumper) along the floor of the seam and standing on pillar. Generally, pillar sizes are 25m x 25m (centre to centre) with gallery cross-section 4.2m (width) x 2.7m (height)

5.4.1 Mode of Entries

The details of existing mine entries (refer Plate-3 & 6) are as follows:

Sl. No.	Mine entry (Incline/shaft - No./Name)	X-Section (Dia/WxH) (m/m x m)	Length/Depth (m)	Gradient	Approach (From/To)	Purpose & mode of transport fitted, if any
Existing Entries & Underground Drivages						
A. CHURI-BENTI OLD MINE AREA (MANUAL SECTION)						
1	Incline No.1	4.8mx2.8m	200	-	Surface to UBS	Sealed off
2	Incline No.1A	4.8mx2.8m	205	-	Surface to UBS/LBS	Return of LBS (Sealed off)
3	Incline No.2A	4.2mx1.8m	40	-	Surface to UBS/LBS	Haulage (Presently sealed off)
4	Incline No.3A	4.8mx2.8m	172	-	Surface to UBS	Traveling and intake
5	Incline No.4A	4.8mx2.8m	167	-	Surface to UBS	Haulage (Coal/material) (Presently sealed off)
6	Air Shaft 1 (Near Incline No.4A)	4.26m Dia	51.82	Vertical	Surface to LBS	Return airway (main fan) for UBS.
B. CHURI-BENTI RE-ORGN. AREA (MECHANISED SECTION)						
1	Incline No.6	4,8m x 2.8m	400	1 in 4	Surface to LBS	Haulage (Material supply) & Intake.
2	Incline No.7	4.8m x 2.8m	450	1 in 4.5	Surface to LBS	Coal transport (Belt conveyor), Travelling & Intake.
3	Drivages below river Damodar, 3-headings	3.0m x 2.0m	-	-	CRO to Benti	Haulage and belt roadway, intake/return airways

Some of the entries of Churi old section are sealed off. Hence, it is proposed to approach the area proposed for deployment of CM in Churi old section from CRO section for LBS & UBS. A set of galleries of LBS in CRO section between panels E13 & E14 has been proposed for making entry to Churi old section panels (viz. S1-S8 in LBS and US1-US8 in UBS) (Plate-3 & Plate-6).

5.4.2 Present Mining Method

The present mining methods are as under:

- a) Upper Bachra seam (UBS) : Manual Bord and Pillar (B&P)
- b) Lower Bachra seam (LBS) : Bord and Pillar (B&P) with LHD.

5.4.3 Support System

Presently, cement grouted roof bolts are being used to support the roof in B&P district of the mine.

5.4.4 Transport

Underground Coal Transport

The existing UG coal evacuation is through belt conveyor. The existing trunk belt conveyors of 1000mm width with 400 TPH capacity is laid in the incline no-7 of Churi re-organisation UG. Coal from faces is transported up to surface through a series of trunk & gate belt conveyors.

Surface Coal Transport

Presently coal evacuated from underground is stored in surface bunker of existing surface CHP of Churi-Benti UG Mine. The existing surface CHP comprises of one elevating conveyor, one shuttle conveyor along with 5 nos. of truck loading hoppers with total capacity of 625 tonnes, fitted with reciprocating feeders below hoppers, which directly load coal on to truck. There is also provision of ground stock at surface.

Material transport

Presently, the material supply is carried out through Incline No.6. The existing direct haulage at surface lowers the material trolleys from the surface to incline bottom. Thereafter, endless rope haulages are used to haul the material trolleys to the out bye of the existing panels. Within the panel, endless haulage is used to supply the material to in bye faces.

Men Transport

Presently, there is no arrangement for transportation of men to working faces. Persons are travelling down to reach the working faces.

5.4.5 Ventilation System

At present, exhaust system of ventilation is being followed for ventilating the workings of mine. Presently, Churi-Benti UG mine is an operating mine with two incline entries (Inc. 6&7) on the rise side working as main intake airways and an air shaft in Churi old section serves as main return airway with a main mechanical ventilator (PV200 make) installed in the air shaft. The present air discharge through the main fan is about 50.0 m³/s at an operating fan pressure of about 58 mm of WG.

Two standby fans exist, one a Model AF-80 fan in the fan drift parallel to the existing fan drift and other a Model PV-160 fan in 1A incline. Only the main fan (PV200) make is in operation.

5.4.6 Pumping System

Presently 2 nos. main pumps of 38 lps x150m head are installed in the main sump at 39th/40th level. Water is discharged to surface through bore-holes. One pump (38 lps x150m head) is kept as standby. One pump of similar capacity and 100m head is installed at 13th level and it is discharging water through incline to surface. Two pumps of 28 lps & 20 lps capacities are working as intermediate pump from 69th level to 40th level. Two face pumps of 11 lps capacity are also in operation to keep the working faces dry.

5.4.7 Power Supply

CCL will provide requisite electrical power (to be specified by the bidder in his offer) at a single district entry point.

5.4.9 Workshop and store facility

A unit workshop exists in this mine. This being essentially a maintenance workshop, the major overhauls, capital repairs and manufacture of spares on large scale are beyond the scope of this workshop. These works will be carried out in the Regional Workshop and the Central Workshop.

6.0 TENDER DRAWINGS

6.1 LIST OF DRAWINGS

Following is the list plans / drawings of the proposed Churi-Benti UG coal mine enclosed with the bid document:

Sl. No.	Plate No.	Description
1	Plate-1	Location Plan
2	Plate-2	Surface Plan
3	Plate-3	Working Plan of Upper Bachra Seam (UBS)
4	Plate-4	Representative Seam Structure of Upper & Lower Bachra Seams
5	Plate-5	Stratum contour and isochore Plan of UBS
6	Plate-6	Working Plan of Lower Bachra Seam (LBS)
7	Plate-7	Representative Litholog
8	Plate-8	Stratum contour and isochore Plan of LBS
9	Plate-9	Land Use Plan

For any additional plans/ drawings, the bidder(s) may visit the subject mine site with sufficient advance intimation to CCL authorities at his / their own costs and collect copies of plans, drawings and any other additional information which are available with CCL.

7.0 SCOPE OF WORK AND PRICE BID FORMAT

7.1 SCOPE OF WORK

The scope of work shall include all the obligations covered in the various parts of the Tender document such as e-NIT, Instruction to Bidders, Conditions of contract etc. The scope of work shall also include the followings:

- 7.1.1** The successful bidder is to deploy, operate and maintain the Continuous Miner / Similar Equipment with Continuous Cutting Technology in Churi Benti Underground Mine of CCL to produce coal (without blasting by extraction of pillars in the earmarked panels by caving method inclusive of heightening & widening of developed galleries in the earmarked panels) of the minimum guaranteed quantity as given below against each production year and transport coal from face to trunk belt:

1 st Production Year	0.40 Mty
2 nd Production Year	0.50 Mty
3 rd Production Year	0.50 Mty
4 th Production Year	0.50 Mty
5 th Production Year	0.50 Mty
6 th Production Year	0.50 Mty
7 th Production Year	0.50 Mty
8 th Production Year	0.50 Mty
9 th Production Year	0.50 Mty

(Note: In case of heightening and widening of developed galleries supported by roof bolts/ side bolts/ roof stitching and where operation of continuous cutting machines is not practicable, blasting may be resorted to with necessary permission in writing from the Engineer-in-charge.)

The successful bidder is required to commence minimum guaranteed coal production (i.e. starting of commercial production period) as per the aforesaid production schedule for each production year within the stipulated timeframe as mentioned in Clause 4.1.1 (xxxii) of this bid document.

The contract will be effective for 9 (nine) production years of cumulative coal production, or till the exhaustion of mineable reserves in the proposed panels in Churi-Benti UG Mine prior to the expiry of the 9 (nine) production years of cumulative coal production (whichever is earlier). However, the company reserves the right to extend the contract both in terms of quantity and time under the same terms and conditions as stipulated in this bid document.

- 7.1.2** The Successful Bidder will provide all necessary assistance to CCL for obtaining DGMS permission for the deployment of the Continuous Miner/ Similar Equipment with Continuous Cutting Technology. However, application would be put up by CCL.

The bidders are expected to acquaint themselves with the process for obtaining DGMS permission, theoretical and practical time required (including delay due to various possible reasons) etc. The Successful Bidder cannot pass on the responsibility for delay (in obtaining DGMS permission) on CCL. A key role is envisaged by agency for which they are expected to incorporate costs in their quoted rate if required.

- 7.1.3** The successful bidder shall get conducted scientific study for obtaining DGMS permission for deployment of Continuous Miner / Similar Equipment with Continuous Cutting Technology in the above mine (with due weightage to conservation of coal) and shall carry out strata monitoring as required by DGMS. Induced blasting (if needed for caving in the earmarked panels) will be the responsibility of the successful bidder.

- 7.1.4** The successful bidder shall design, engineer, finance, procure, install, operate and maintain the entire Continuous Miner / Similar Equipment with Continuous Cutting Technology to ensure extraction of coal of pre-determined quality for the specified duration for CCL.
- 7.1.5** The successful bidder shall deploy proven model of equipments. The successful bidder shall procure all kinds of spares and consumables required to operate the Continuous Miner / Similar Equipment with Continuous Cutting Technology during the contract period and also materials required for supporting the roof.
- 7.1.6 Approval of equipment:** For equipment and machinery and goods to be supplied under the contract which require permission and/or by Director General of Mines Safety (DGMS), Dhanbad, India for use in coal mines, such required permission and approvals shall be obtained by the successful bidder at his own cost. Any addition/alteration suggested by DGMS while approving the equipment, to be undertaken by the successful bidder and cost of such addition/alteration on the equipment shall be borne by him.
- 7.1.7** The successful bidder should ensure for the maximum recovery of coal without violating any provisions of coal mine related acts and laws and safety. Extraction of pillars shall be strictly in accordance with the manner as specified by the DGMS in their concerned permission letters.
- 7.1.8** The successful bidder shall plan, design and develop the panel and face (inclusive of the heightening and widening of the existing developed galleries within the proposed panels, if any). The successful bidder shall prepare Annual operation Plan of coal production. The above operational plan shall be implemented only after approval of CCL. Any change in Annual Operational Plan, during course of implementation, shall be effected only with competent approval of CCL.
- 7.1.9** The successful bidder shall procure, install and maintain all the facilities required within the district. This will include face communication, supporting, lighting, pumping, loading and transport of coal up to trunk belt conveyor, material transport, power supply, water supply, support material, ventilation (inclusive of construction of ventilation stopping, isolation stopping, fire stopping and air crossings, if any) at the district as per clause 7.2.6 and environment monitoring (inclusive of periodical monitoring of air parameters and actions against spontaneous heating, fire and explosion) in the district as required under the statutes.
- 7.1.10** Pumping water from the active working faces of the district/ panel to the main sump would be the responsibility of the Successful bidder. Auxiliary ventilation at the working faces would be the responsibility of the Successful bidder.
- 7.1.11** The successful bidder shall support the strata suitable in accordance with approved SSR under Coal mines Regulation 108 of CMR 1957.
- 7.1.12** All activities related to production within the district shall be the responsibility of the successful bidder. The successful bidder shall ensure safety in the earmarked districts to avoid accidents and/or incidents due to unsafe acts and practices.
- 7.1.13** The successful bidder shall arrange 100% financing of proposed work.

7.2 OBLIGATIONS OF OWNER

During the Contract period, CCL would provide the following facilities:

- 7.2.1** CCL shall make the mine site available to the Successful bidder and shall carry out the Management of the mine as per all statutes and laws, including but not limited to Coal Mines Act, Regulations, Rules, and other statutes and laws applicable to coal mines in India. In particular the responsibility

for environmental matters of any nature whatsoever is with CCL and CCL will indemnify the Successful bidder and will hold the Successful bidder harmless with regard to all costs, damages and liabilities arising in connection with environmental pollution & subsidence.

- 7.2.2** CCL will provide trunk transport & surface handling of coal produced. Out-bye coal clearance shall be ensured at an average rate of 400 tonnes per hour.
- 7.2.3** CCL will provide electrical power on chargeable basis at a single point at 3.3 kV at the district entry point through separate meter. Distribution of power within the district and supply of required transwitch unit, switchgears, cables, cable couplers etc shall be the Contractor's responsibility. A schematic layout diagram for power supply, including likely power consumption and proposed earthing system equipment wise shall be furnished by the Contractor. CCL shall also provide power at 440 V/220 V on surface as per requirement on chargeable basis. The cost of electricity on actual as per prevailing rate shall be deducted from the monthly running bill of the Contractor.
- The present rate is ₹ 4.05 per KWH (Energy Cost) and ₹410.00 per KVA (Demand Charge)
- 7.2.4** CCL shall provide water of required quantity and pressure at district entry point for Continuous Miner / Similar Equipment with Continuous Cutting Technology. Conveying of the water to the machines and pumping out water from the face/district to the main sump shall be responsibility of Contractor. Pumping out of the water from the main sump to surface shall be the responsibility of CCL.
- 7.2.5** Contractor shall make appropriate arrangement for proper storage of consumables, spares and assemblies etc. CCL shall provide suitable space to the Contractor for construction of the store during the contract period only.
- 7.2.6** CCL will provide Ventilation, communication system and lighting up to the district entry point. Pumping out of the water from the main sump to surface shall be the responsibility of CCL.
- 7.2.7** CCL will provide the existing available workshop facilities for carrying out repair & maintenance of Contractor's equipment. Provision of any additional workshop machinery specifically required for repair and maintenance of Contractor's equipment shall be the sole responsibility of the Contractor.
- 7.2.8** CCL shall provide sufficient land *on chargeable basis [at the rate of ₹(INR) 1.35/Sq.ft./Annum or subsequent revisions thereof]* for construction of contractors site office, godowns, workshop and assembly yard near site.
- 7.2.9** CCL shall provide local medical facility on chargeable basis as per the prevailing standard norms of CCL for personnel of non-entitled class.
- 7.2.10** CCL shall provide manpower for statutory supervision of various face operations and monitoring of support which are being carried out by the Contractor.
- 7.2.11** If the original galleries in the developed area are required to be heightened for extraction of the stipulated thickness of the seam, explosive for blasting (on chargeable basis) shall be arranged by CCL Necessary assistance for blasting shall be provided by the Contractor. Blasting shall be done under the supervision of CCL. Re-supporting of strata shall be done by the Contractor.
- 7.2.12** CCL will provide material transportation system from surface to district entry point.

7.3 PRICE BID FORMAT

Particulars of Work	TOTAL QUANTITY (In Tonne)	Specific Price per tonne of coal produced {₹(INR)/ Tonne} (To be quoted by bidders)*	Amount {in ₹(INR)}
Winning Coal without blasting to extract pillars in the earmarked panels by caving method in Churi Benti Underground Mine of CCL by deploying Continuous Miner or Similar Equipment with Continuous Cutting Technology on hiring basis inclusive of: a) Scientific study for obtaining DGMS permission for the introduction of Continuous Miner / Similar Equipment with Continuous Cutting Technology in the above mine and strata monitoring as required by DGMS; b) To support the strata suitable in accordance with approved SSR under Coal Mines Regulations 108 of CMR 1957, and c) Production of coal from heightening & widening of developed galleries in the earmarked panels (Note: In case of heightening and widening of developed galleries supported by roof bolts/ side bolts/ roof stitching and where operation of continuous cutting machines is not practicable, blasting may be resorted to with necessary permission in writing from the Engineer-in-charge).	4.4 x 10 ⁶ Tonne		

* (Refer Clause 1.26 & 2.12 of GBD)

Cost of scientific study (included in specific price per tonne of coal production quoted above):

₹(INR)

(In words)

[Note: 50% of the cost of scientific study (subject to maximum of ₹(INR) 1 million) (conducted by the successful bidder) is payable to the successful bidder only in case the DGMS approval for the extraction of pillar is not obtained. In case this permission is obtained, this amount is construed to be included in the quotation for "Specific Price per tonne of coal produced" (as quoted by the bidder) and will neither be paid separately nor be considered for evaluation of the bid.]

(Digital Signature of Tenderer)

Date

8.0 FORMATS

8.1 ANNEXURE-I

To be Submitted by Bidder on Non-Judicial Stamp Paper of ₹(INR) 50.00 duly attested by Notary Public
(For commitment, genuineness of the information furnished and authenticity of the documents furnished during bidding process)

AFFIDAVIT

I/We,.....,Proprietor/Partner/Legal Attorney/ Director/
Accredited Representative of Shri/Smt./M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. dated and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/ Directors don't has/have any relative as employee of (Name of the Company)
3. **All information** furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is **complete, correct and true.**
4. All copy of **documents and credentials** submitted along with this Bid are **genuine**, authentic, true and valid.
5. I/ We hereby authorize department to seek **references / clarifications from our Bankers.**
6. I/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.
7. *We hereby undertake that we shall obtain **Service Tax registration** in respect of other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.

Or

*We have service tax registration in respect of all the partners of JV and shall submit the same if the work is awarded to us (applicable for JV only)

Or

*We hereby undertake that we shall abide by rules of relevant government department of Income tax, service tax and obtain **PAN,Service Tax registration** in respect of self(bidder) /self and other partners of JV, if the work is awarded to us and submit the same before any payment is made to us. [applicable only for foreign bidders]

*We undertake that we shall abide by rules of relevant government department of PF and obtain **Provident Fund Registration** in respect of self(bidder) / all partners of JV, if the work is awarded to us and submit the same before execution of agreement.[applicable only for foreign bidders].

[* Delete whichever is not applicable.]

8. ** I/We have not been **banned or delisted** by any Govt., or Quasi Govt. Agencies or PSUs. (In case of JV, all partners are covered)

OR

**I / Wehave been banned by the organization named “_____” for a period of year/s, effective from to..... (in case of JV, name(s) of the JV Partner(s))

[** Delete whichever is not applicable.]

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of my/our firm and all partners of the firm from participating in future tenders for a minimum period 12 months.
10. I / We hereby declare that I shall/we will **accept** the **Bid documents as available in the website** and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.
11. I / We hereby undertake that our **net worth is not negative**.

In case of missing pages, I shall / we will abide by the terms and conditions etc. of the original Bid document as hoisted in the website of the company.

Signature of the Bidder

Dated

[NOTE:

- In case of Joint venture, the affidavit shall be signed by all the members of JV.
- In case of Consortium, the affidavit shall be signed by lead member of the consortium.]

Seal of Notary

8.2 ANNEXURE – II

*Format of Affidavit to deploy matching equipment
(To be filled by the Bidders)
Non-Judicial Stamp Paper of ₹(INR) 50.00*

AFFIDAVIT

I/We,,Proprietor/Partner/Legal Attorney/
director/ Accredited Representative of M/S, solemnly declare
that:

1. We are submitting Bid for the work against Tender Notice
No..... dated.....
2. We hereby confirm that we shall deploy equipment(s) as specified in the Bid Document and
other equipments as required to meet production target as per NIT - either owned or
through hiring.

Signature of the Bidder

Dated.....

[NOTE:

- In case of Joint Venture, the affidavit shall be signed by all the members of JV.
- In case of Consortium, the affidavit shall be signed by lead member of the consortium.]

Seal of Notary

8.3 ANNEXURE - III

PROFORMA FOR e-PAYMENT

(TO BE RETURNED TO THE COMPANY)

To
Central Coalfields Limited,
Darbhanga House, Ranchi
Jharkhand.

Dear Sir,

REF: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM/RTGS/CBS/INTRA BANK TRANSFER

We, hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of Earnest Money Deposit and security deposit, through Electronic Fund Transfer System/ RTGS / CBS / Intra Bank Transfer. The details for facilitating the payments are given below:

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO. (WITH STD CODE)	
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO. (WITH STD CODE)	
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO. (WITH STD CODE)	
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE A CANCELLED CHEQUE)	
(H)	11 DIGIT IFSC CODE OF BENEFICIARY BRANCH	
(I)	BANK ACCOUNT NUMBER	

(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS, SPECIFY	
5.	PERMANENT ACCOUNT NUMBER (PAN)	
6.	E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7	CCL VENDOR CODE	

(TO BE FILLED IN CAPITAL LETTERS)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible. We also agree to bear the bank charges, if any for enabling such transfer.

**SIGNATURE
(AUTHORISED SIGNATORY)**

Name:
Date:
Official Stamp

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No..... with our branch and the Bank particulars mentioned above are correct.

**SIGNATURE
(AUTHORISED SIGNATORY)**

Authorisation No.:
Name:
Date:
Official Stamp

8.4 ANNEXURE-IV

PROFORMA FOR **CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS**
(To be uploaded accepted by the Bidder on his letter head online during submission of bid online)

To :

Sub : BID for the Work _____
NIT No.:.....**dated**.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, 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 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 Central Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 30 days of issue of letter of acceptance. In case of our failure to abide by the said provision CIL/Subsidiary 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.

Yours faithfully,

Signature of Bidder

[NOTE:

In case of Joint Venture, the affidavit shall be signed by all the members of JV.

In case of Consortium, the affidavit shall be signed by lead member of the consortium.]

8.5 BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To

.....
.....

Dear Sir,

1. In consideration of the notice issued by.....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 to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated....., we.....Bank (hereinafter referred to as the Bank) having its office/Branch..... do hereby undertake to pay the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bids. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....**..... We shall be discharged from all liability under this Guarantee thereafter.
*** the bank shall allow guarantee up to bid validity period plus 90 days considering date of submission/revised submission or up toas fixed by the Notice Inviting Authority.*
4. 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 Bidder or the Bank shall not discharge our liability hereunder.
5. 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)”.*

**Signature of the authorized person
For and on behalf of the Bank**

8.6 BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED / SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To

.....
.....

Re: Bank Guarantee in respect of Contract No.....
Dated..... Between (Name of the company)
and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of ₹(INR)..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to ₹(INR)..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

** The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.*

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code number)
(address)

"The Bank Guarantee as referred above shall be operative at our branch at payable at

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)"

NOTE: The department shall ensure extension of guarantee period in case of extension of time.

8.7 PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY

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 Schedule bank for a sum of ₹(INR)..... 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, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation 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 ₹(INR)..... or such lesser amount of the said sum of ₹(INR)..... 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 ₹(INR)..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or

to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of ₹(INR)..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to ₹(INR)..... The Guarantee shall remain in force till the day* of* and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

** The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.*

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under 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.

8.8 FORMAT FOR CONTRACT AGREEMENT

(On Non- Judicial Stamp Paper)

Agreement No.

Dated:

THIS AGREEMENT made on this _____ day of _____ 20__ between <..... Limited>, a Subsidiary of Coal India Limited, Govt. of India Undertaking, an Employer registered under the Indian Companies Act. 1956 with its registered office at <.....> and (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work " _____ " and the bid of the Contractor has been accepted by the Employer vide their Letter No _____ dt. _____ for a Contract price of _____ [in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a Contract price of _____ [Contract price in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the Contract price of _____ [in figure & words] in accordance with the terms & conditions of this contract and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work as described in the 'Scope of work'.
2. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
3. This final agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

Part **Description of Documents**

- I. Articles of Agreements,
- II. Notice Inviting Tender, Addendum (if any), Offer and various clarification furnished by the successful bidder.
- III. Letter of Acceptance
- IV. Scope of works
- V. Conditions of contract,
- VI. Special Terms and Conditions
- VII. Price/Rate and Price Variation
- VIII. Technical Specification of Equipment
- IX. Other Documents
 - a. Time Schedule
 - b. List of equipment to be deployed

- c. List of Manpower to be deployed
- d. Designated Mining Area
- e. Integrity Pact

4. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at <.....> on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Employer

Designation

Designation

In the presence of :

WITNESS - 1

WITNESS - 2

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address:

Official Address:

8.9 PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on thisday of

AMONGST/BETWEEN

M/s....., having its registered Office at
Represented by Shri (Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and
Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as””)

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and
Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as””).

The expressions M/sand M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “Joint Venture /Consortium/Parties” and individually as “Joint Venture /Consortium Partner/Party”.

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of “
..... (hereinafter referred to as “Project”) under.....(Name of Company (herein after referred to as “the principle Employer”).

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as “Joint Venture /Consortium Agreement”) to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be “”
(hereinafter called the “Joint Venture /Consortium”

- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
 - iii) The Employer cancels the Project
 - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
 - v) Both parties agree to terminate this Agreement in writing.
 - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture /Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

<u>JV / CONSORTIUM Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
M/s.....
M/s.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called ‘Participation Share’) in the Joint Venture /Consortium shall be as follows:

- M/s..... :% (.....per cent)
- M/s..... :% (.....per cent) and
- M/s..... :% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES

The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS

- a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
- b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written

For

For.....

Signature _____
(Name & Address)

Signature _____
(Name & Address)

.....

.....

(Official Seal)

(Official Seal)

Place

Place

Date

Date

Witness

Witness

Signature

Signature

(Name & Address)

(Name & Address)

.....

.....

8.10 PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT

Between

<.....Limited> hereinafter referred to as “**The Principal**”

and

<.....> hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for..... The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organisation Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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:-
 1. No employee of the Principal, personally or through family members or any other person acting on his/her behalf, with in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process, treat all Bidders with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He/she commits himself/herself to observe the following principles during his/her participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other persons 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 immaterial 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.
 2. The Bidder/Contractor will not enter with other Bidders into any agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/Contractor 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.
4. The Bidder/Contractor will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
5. The Bidder/Contractor 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/her 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 has committed a transgression through a violation of Section 2 such as to put his/her reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. 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.
3. If the Bidder/Contractor can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the

contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the T1 approach or with any other Public Sector Enterprise in India that could justify his/her exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office.

Section 8 – External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his/her function neutrally and independently. He/she reports to the chairperson of the Board of the Principal.
3. The Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. 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.
5. 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 heal the violation, or to take other suitable 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.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him/her by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/ Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
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 respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Darbhanga House, Ranchi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.

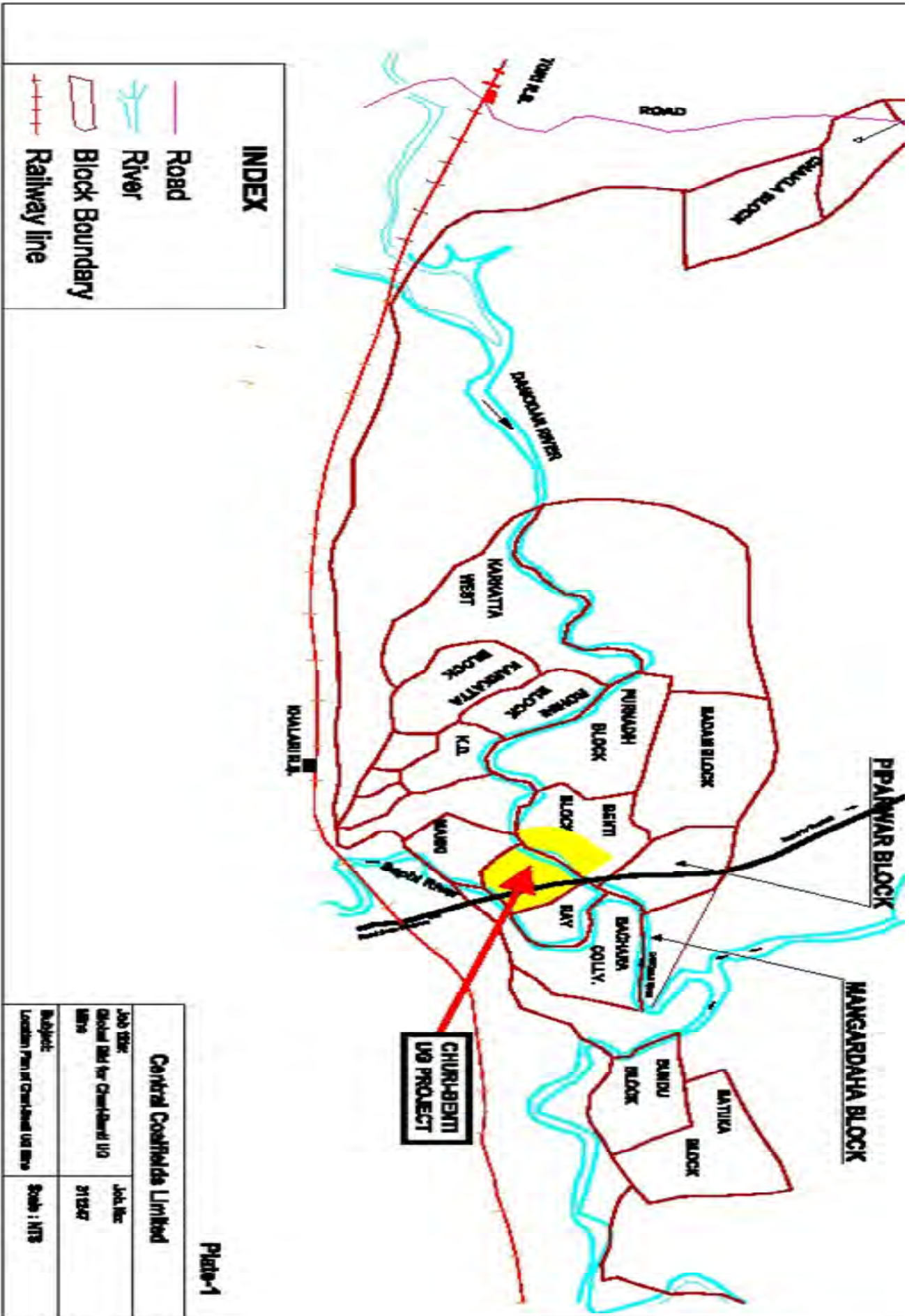
For the Principal

Place
Date.....

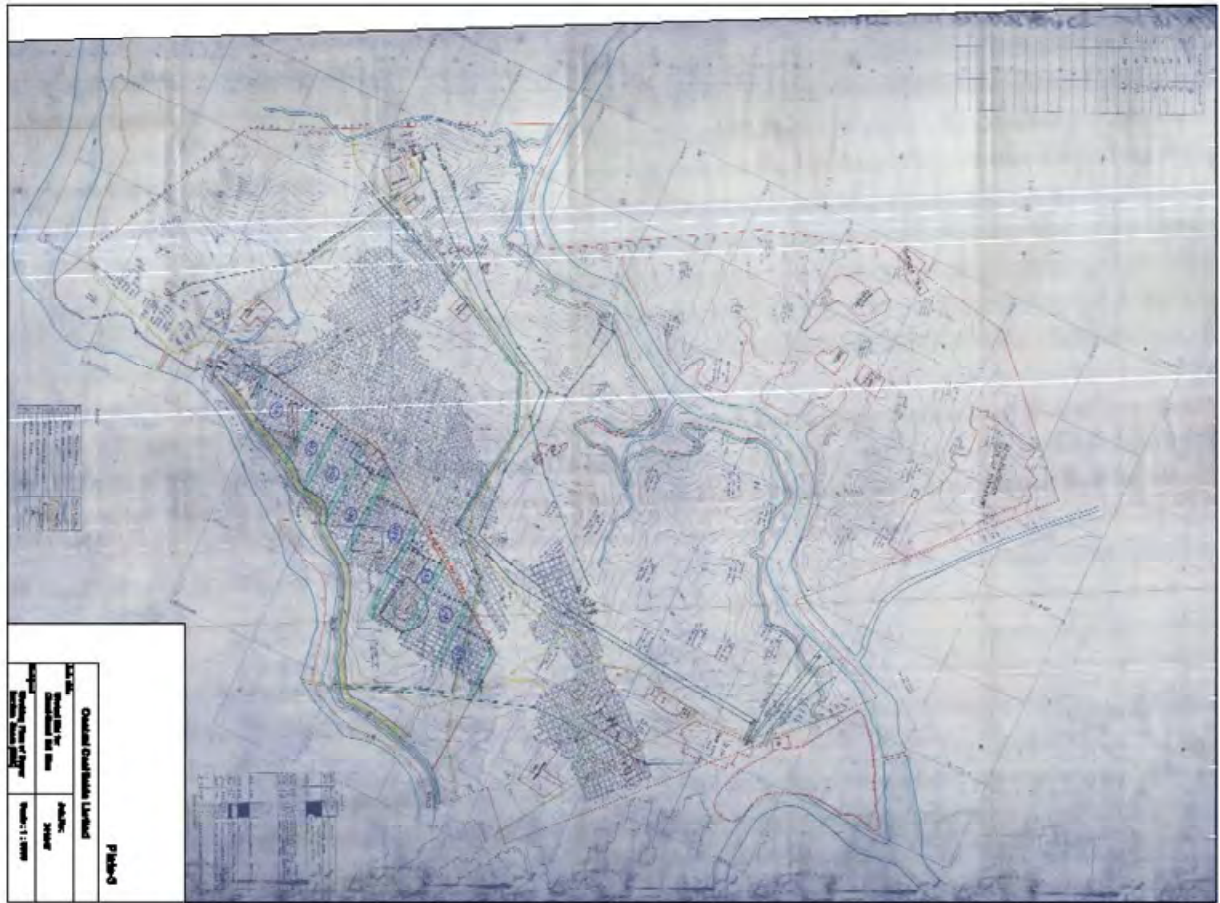
For the Bidder / Contractor

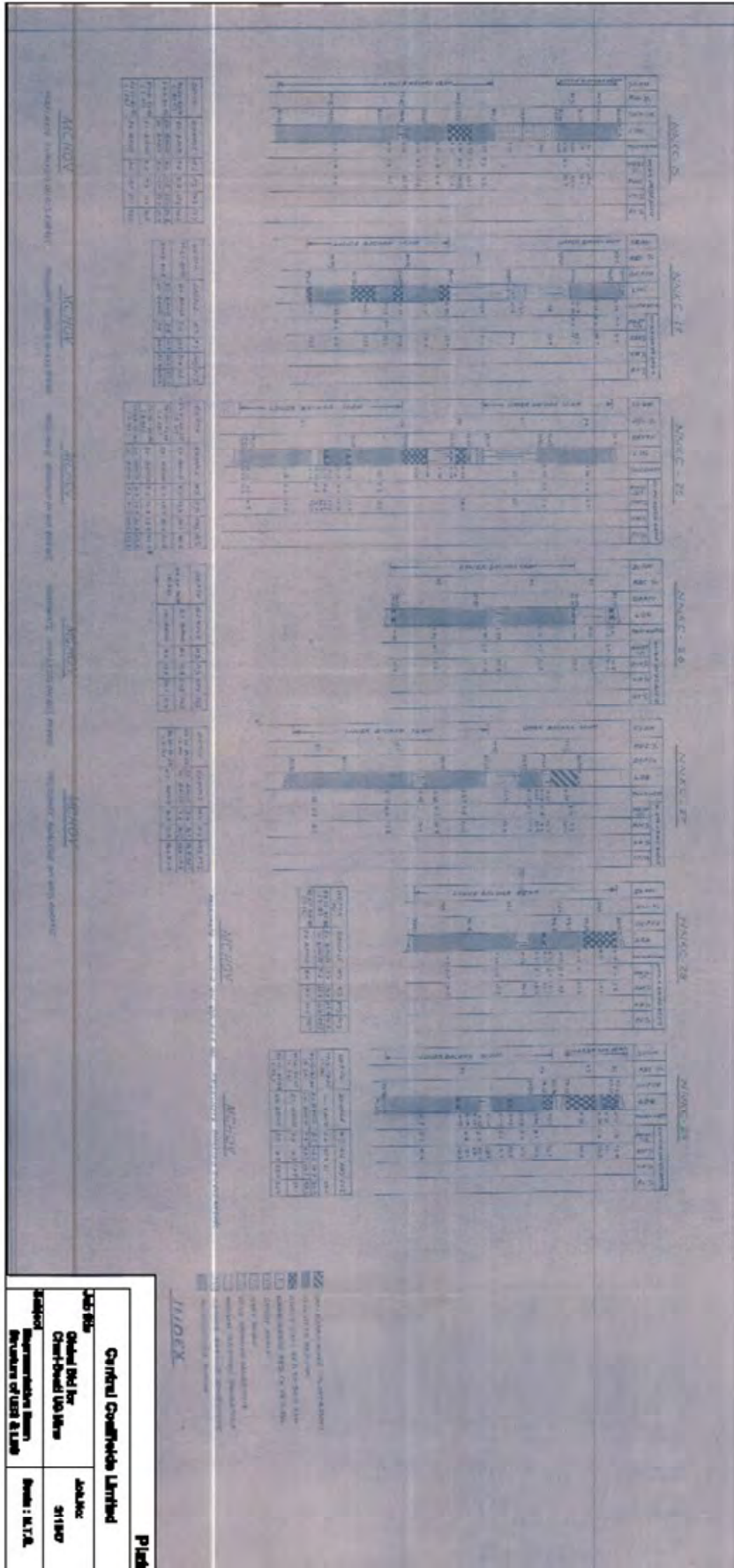
Witness 1
Witness 2

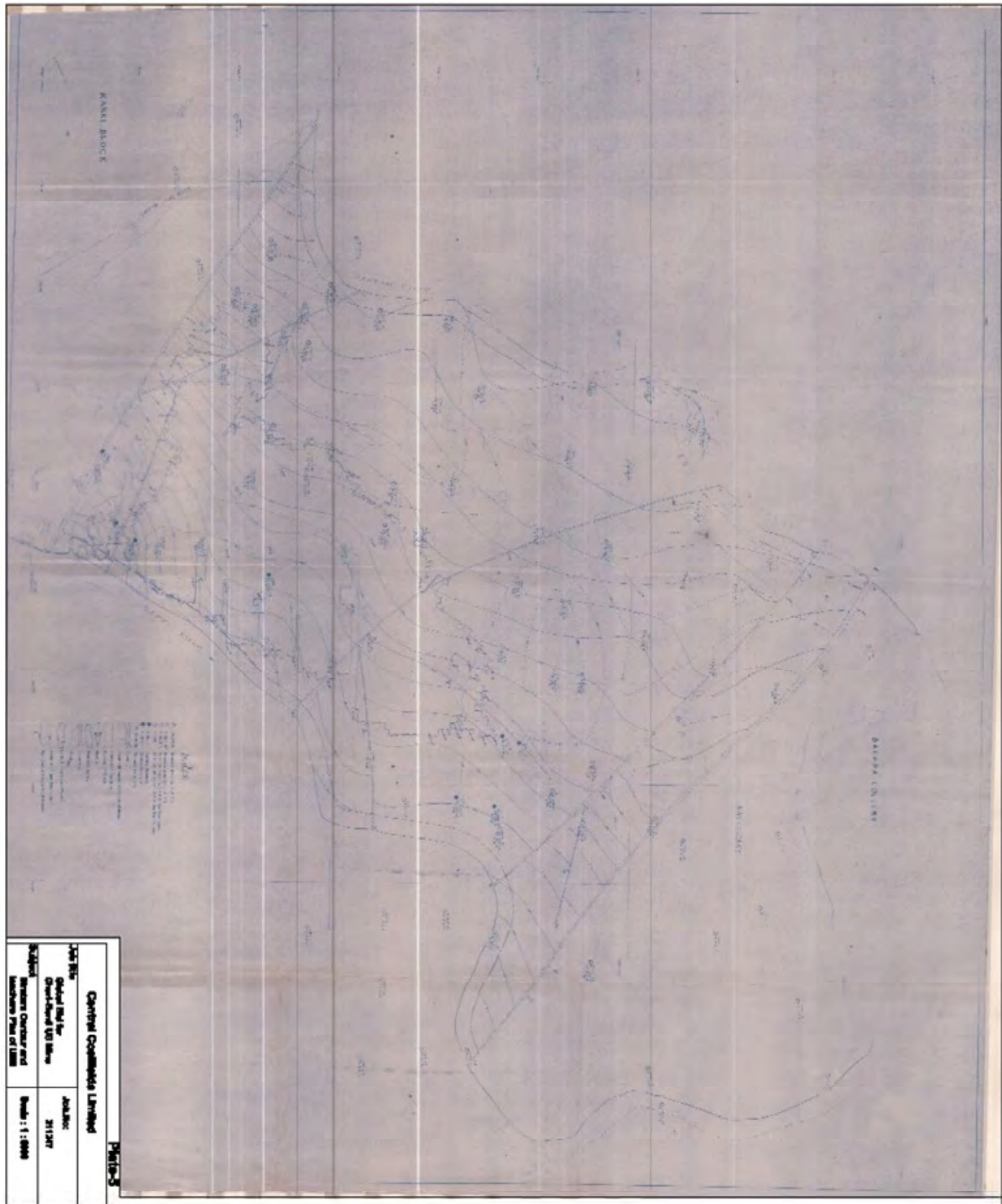
9. DRAWINGS/PLANS



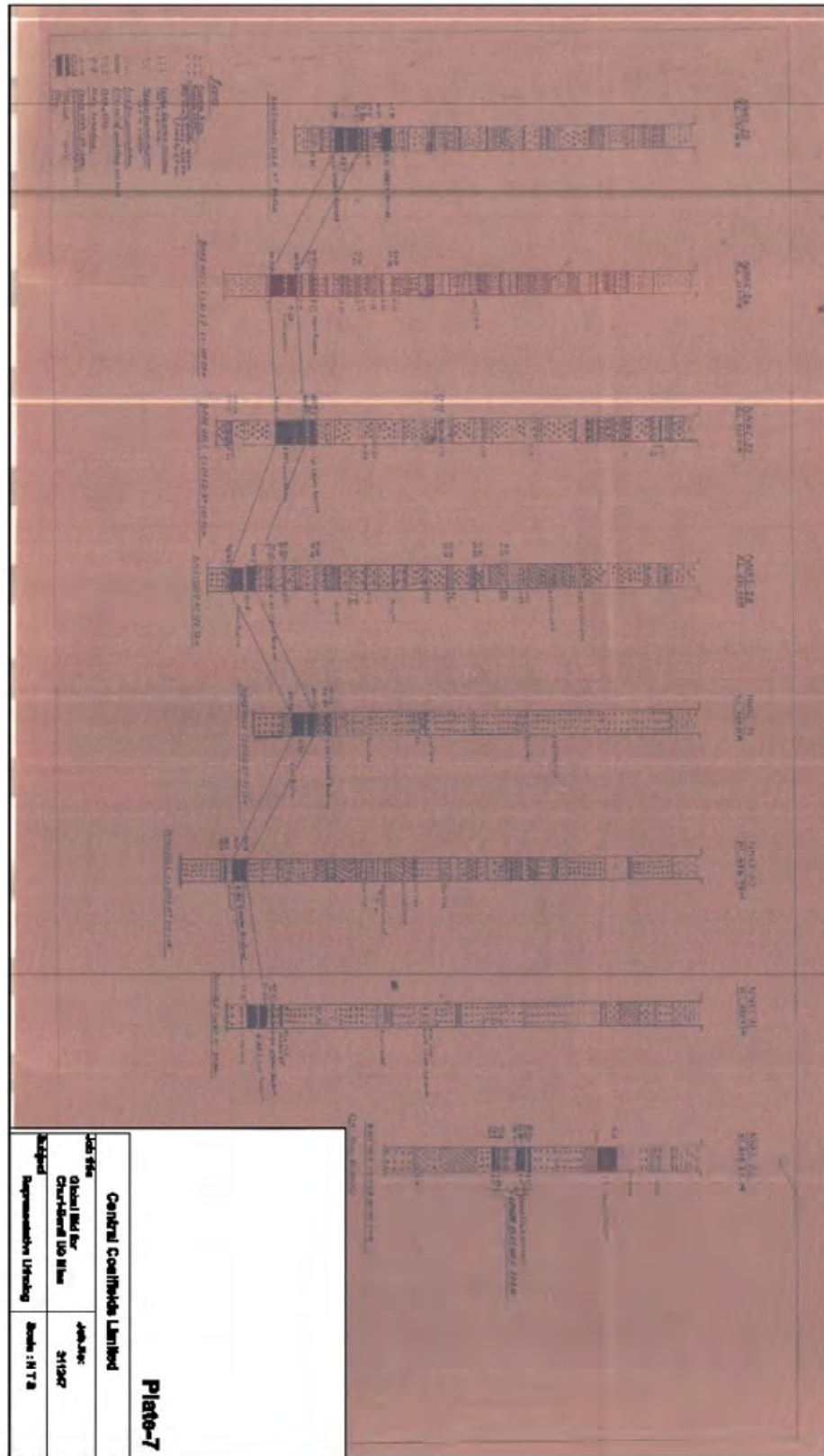












Central Coalfields Limited	
Job No.	Year
Global Bid for	2019
Chartered UG Mine	2019
Project	Block - H7B
Representative's Name	

Plate-7



Plinth-8	
Central Coalfields Limited	
ICR No.	Job No.
Central Mine for Charcoal (U/L)	811847
Project	Year / 1990
Western Coalfield and Western Part of CCL	

