

**निविदा सूचना**  
**Notice Inviting Tender**

**Tender Ref. No. WN4650-ENT-0001-2026-27**

1. Tenders are invited on-line under single cover system on the website <https://gem.gov.in> from the eligible bidders, for the following work:

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

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Shri GADARLA SURAJ BABU, SO(E&M) 9850992026	Shri G. Chandrashekhar, Asst. Manager (E&T) 9689929188

**Note:**

Availability/downloading of bid documents:

The bid documents will be available on the website(s) <https://gem.gov.in> and can be downloaded by the bidder up to the bid submission end date.

1. Basis of Estimated Value

- a) The descriptions and specifications of all items of BOQ are as per prevailing market rate.  
b) Above Estimated Cost is inclusive of GST 18% and ITC is available to WCL.  
c) Wages considered in cost estimate is inclusive of PF contribution of the contractor's part towards wages of labors.  
d) Applicability of Price Variation clause: Not Applicable  
e) Applicability of Joint Venture (JV) : Not Applicable

Description of work	Location	Estimated Cost of Work (Including GST) (In ₹)	Earnest Money (1.25% of Estimated value) (In ₹) (Rounded off to next hundred rupees)	Period of Completion (In Days)
AMC of 100 MT Static Road Weighbridges installed at Rajur UG Mine, Wani North Area.	Rajur UG Mine, Wani North Area	Rs.80,190/-	NIL	214 Days

**Time Schedule of Tender:**

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	AS PER GEM BID	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid meeting (if any)		
i.	Bid Opening date*		

**Note:**

- (i) The extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.
- (ii) Above dates are subject to change on case-to-case basis, if notified.

**Earnest Money Deposit(EMD): as per GeM portal**

The bidder will have to make the payment of EMD through ONLINE mode only.

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

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

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

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

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

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

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

- 3.2** If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

Sl. No.	Name of Instrument	Mode of Submission
1	NEFT/RTGS/Internet Banking	Bank A/c Details of WCL: <b>Beneficiary Name: Western Coal Fields Wani North Area</b> <b>Account No.: 11212045702</b> <b>IFSC Code: SBIN0000504</b> <b>Bank Name: State Bank of India</b> <b>Branch Address: Wani</b>

4. **Pre-bid Meeting:**

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

5. **Clarification of Bid:** As per GeM portal

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

6. **User Portal Agreement:**

The bidders have to accept unconditionally the online user portal agreement **(If any)** which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Letter of bid and Integrity Pact (if applicable) and/or other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line through <https://gem.gov.in> in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This will be a part of the agreement.

7. **Eligible Bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, **any legal entity** having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT.

**Note:**

- i. **Joint Venture is not allowed to participate in the tender.**

8. **Eligibility Criteria:**

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

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

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

ii) **Scanned copy of documents to be uploaded by bidder(s) in BIDDER SPACE / MY DOCUMENT under OTHER IMPORTANT DOCUMENT: PAN CARD of the bidder.**

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

The bidder should be either GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under composition scheme

**OR**  
GST unregistered Bidder

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

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

**Note:**

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

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

**Scanned copy of documents to be uploaded by bidder(s) in ~~BIDDER SPACE / MY DOCUMENT~~ under OTHER IMPORTANT DOCUMENT:**

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

I. Status: GST registered Bidder under regular scheme

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

II. Status: GST registered Bidder under composition scheme

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

III. Status: GST unregistered Bidder:

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

Security Deposit: -

(A) The Security Deposit shall consist of two parts:

- (a) Performance security to be submitted at the time of award of work and
- (b) Retention money to be recovered from running bill. All running on account bills shall be paid at 97%. The balance of 3% shall be deducted as retention money and will be second part of security deposit.

The security deposit shall bear no interest.

**SPECIAL TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF ELECTRONIC ROAD WEIGHBRIDGES.**

**A) JOB DESCRIPTION: -**

The Comprehensive Annual Maintenance Contract (AMC) involves checking, repairs, servicing, maintenance of road weighbridges including replacement of defective parts, as and when required so that the weighbridge is constantly kept in perfect working order for weighment of empty / loaded trucks /tippers from the mines. Payment to the maintenance contractor will be regulated on the basis of actual availability along with printout of the weighbridge on month-to-month basis.

AMC covers following type of weighbridge: -

1. Fully Electronic pit type / pit less weigh bridges (4 load cells or 6/8 load cells based)

The job includes repairing and replacing all parts, which among other things would also include the following:

- a) Load Cells
- b) Electronic items such as digitizers including PC's and printers supplied with instrumentation.
- c) Knife-edges, bearing, links, strut buttons, top and bottom, load buttons, locating plugs, bumper stoppers, yokes etc.
- d) All consumables' items such as print heads, disk drives.

1. It will be the responsibility of the maintenance contractor to procure and maintain stock of spares at convenient points so that there is least delay in replacing the spares as and when required. The cost of spares will be borne by the maintenance contractor.

However, all cost iron & structural items like girders, MS plates, C.I. levers, Verges, Transoms, Blocks for Bearings, compensating steel yards, locking handles etc. shall be excluded from this contract.

2. The maintenance of the Air Conditioner of the weighbridge room, PC, printers, jumbo display, CVT, TPS, UPS, Line conditioner and batteries including checking of water level, specific gravity of electrolyte shall be the responsibility of the maintenance contractor. The contractor will ensure proper maintenance / cleaning & upkeep of the weigh cabin and ensure to keep top of the weighbridge platform clean.

If any sub assembly / accessories, like UPS, CVT, AC etc. not affecting the working of the WBs directly continued to remain unattended by AMC, Colliery Management will give two reminders at an interval of 10 days to the AMC holder and in case the breakdowns are not attended in next 10 days' time, WCL Management will be free for getting it repaired from outside agencies at the risk and cost of the contractor and amount incurred for carrying out repairs will be recovered from the contractor's current AMC bill.

It will be responsibility of the Area to arrange independent supply of electricity to the weighbridge house from transformer / main electric line so that there is least voltage fluctuation due to variation in other electrical loads and to maintain earth pits.

3. The maintenance contractor shall deploy adequately trained technical staff and post them at convenient places so that they are able to make adequate visits to the weighbridges for preventive maintenance, ensuring earth pit connections, checking the weighbridge and keeping the weighbridges in constant working order and to notify concerned for any deviations. However, the Colliery management, as far as practicable, will provide accommodation to the staff posted by the maintenance contractor. The weighbridges will be operated by staff who will be specially deputed by the Area.

4. The maintenance contractor shall prepare the weighbridge for stamping / verification by the Weights and Measures department (Legal Metrology department) once in a year or as per statutory requirement. It will be the responsibility of the contractor to get the weighbridge certified by the Weights and Measures department (Legal Metrology department) as and when required. However, the "Fees / Charges" required to be paid for such verification / certification shall be paid by concerned mine. The test weights are required by the State Weights and Measures department and shall be provided by the colliery authorities. The test weights to be provided by the Colliery management can be used by the maintenance contractor for calibration or testing of the weighbridges free of charge.

5. The old spares parts which are required to be replaced by new ones shall be the property of the maintenance contractor.

6. The proper connection to the earthing of the weighbridge, computer, associated accessories shall be ensured by the contractor. However, in case of any deviation, the contractor shall notify the client in the concerned colliery incharge and make an entry in the register kept for the purpose at the weighbridge for the company to do the job in time.

7. Monthly billing represents the AMC rate per month as per availability with print out as per formula.

8. Formula for % availability.

$$\{ A - (B/\text{down Hrs.} - \text{hrs. lost due to giving B/down information}) \}$$

$$\% \text{ Availability} = \frac{\text{-----}}{A} \times 100$$

Where A = No. of days in a month x 24 Hrs.

The company reserves the right to cancel, terminate / reduce the period of the contract in case of unsatisfactory performance / breach of the terms and conditions of the contract, without prejudice to its rights as may be accrued.

- 1) The rate shall remain firm for the entire period of the award of work.
- 2) The party shall abide by the instruction of western Coalfields Ltd. And its Areas.
- 3) The party shall maintain the record of the following:
  - a) Name of the Area:
  - b) Name of the Colliery:
  - c) Name of the site of weighbridge:
  - d) Percentage availability of weighbridge with print out system
  - e) Any other information asked for by WCL & its Area.

### **SLA/Payment & availability and Scope of Work**

#### **1. Terms and conditions for payment**

a) The payment of the maintenance contractor shall be as per the percentage availability of the weighbridge in that month. The amount billed should be based on the percentage availability of that weighbridge with printout system. While raising the bill, the party shall furnish the following information on the body of bill.

The party shall include all information mentioned under clause (3) above. In addition to that, the %age availability of WB with EPO system should also be furnished along with the bill.

Bills on monthly basis shall be certified for payment by Sub Area Manager or his nominated executive and shall be submitted to the Area General Manager / Staff officer (Sales/E&M/E&T) or any other executive authorized by the Area General Manager.

b) The method of billing and payment procedure shall be regulated by Area during the tenure of the contract.

- c) The contractor shall ensure a minimum of 95% availability of the Road Weighbridge with printer for entitlement of 100% AM payment in a particular month.
  - d) A penalty to the extent of 2% of the bill amount of that particular month will be imposed for each 1% decrease from a minimum level of 95% availability.
  - e) Also, if the %age availability of the Road weighbridge in a particular month is less than 85%, the contractor will not be intitled for any payment whatsoever irrespective of the %age availability in that month.  
 Note: The Electronic Road weighbridge will be handed over to the contractor in working condition on as is where basis is. If the weighbridge is idle due to missing / damaged / broken parts, the weighbridge will be repaired and put in to working order by the contractor, but the cost of replacement of such missing / damaged / broken parts will be borne by the Area / colliery in the initial stage. Thereafter it will be the responsibility of the contractor to bear the cost of spares / sub-assemblies or any equipment's as and when required to keep the weighbridge constantly available.
2. An agreement in the prescribed form on stamp paper shall have to be executed for the due fulfilment of the agreement / contract.
  3. In case of failure entering into agreement or submitting security deposit as defined within specified period, the contract will be terminated.
  4. If the contract is extended, security deposit will be required to be paid by the party for the extended period.
  5. The management of WCL / Area reserves the right to cancel the contract if work is not carried out in accordance with the terms and conditions of the contract. In case of default or failure in fulfillment of the award of work, WCL / Area reserves the right to deduct amount in full or part from the security deposit of the party. In case any loss / damage is incurred by the company, for any reason whatsoever during the tenure of the contract, such loss shall be recovered from the party.
  6. Any infringement or non-compliance of any of the terms and conditions shall render the contract liable for termination and imposition by the management a suitable penalty on the party in addition to forfeiture in partly or full of the security deposit as per instruction to the bidder.
  7. The company does not bind itself to accept the lowest tender and may reject any or all tender(s) without assigning any reason whatsoever and reserves the right to apportion of the work among different tenderers in any manner as may deem proper and the tenderer would be bound by such tenderers shall be maintainable in the behalf.
  8. The party shall not sub-let, transfer or assign the contract or any part thereof, except with previous consent in writing of the company.
  9. Income tax shall be deducted at source from the bills of the party as per the provisions of the income tax act as and when payments are affected.
  10. The company does not give any guarantee of financial turnover for any period during the currency of the contract and as such the company shall not be responsible for or liable for any claim during the pendency of the contract.
  11. The company shall not be liable for or responsible for any loss of the party towards idleness of the workforce personnel, equipment deployed by the party for performing the contract for any period during the tender of the contract.
  12. Every tenderer shall enclose with his tender a copy of the terms and conditions duly signed and stamped by him on each page as token of his acceptance of the terms and conditions as laid down therein.
  13. In case any tenderer , after having submitted his tender dose not furnish the details / documents / information require d by the company within the time given and does not show the required interest and / or tries to delay the process of finalization of the tender, his tender shall be liable to be cancelled and Earnest money forfeited.
  14. Submission of a tender by the tenderer implies that he has read the tender notice and all other contract documents and has made himself aware of the scope and specializations and conditions of the work to be done.
  15. Any repair necessitated due to Lightning shall be considered under scope of CAMC.
  16. Any materials or services required in the interest of work may be supplied by the company on chargeable basis, which should be the discretion of the company or as per company's rule.
  17. The party or his agent / employees or servant indulging in any part of malpractices resulting or likely to result in any loss to the company, shall be treated as breach of contract and the company shall reserve the right to take any action against the party even in termination of the contract as per instruction to the bidder.
  18. In case of neglect of duty, willful disobedience of order or violation of the provision of contract by the employees engaged by the party, the party shall be bound to take action against his defaulting employees including removal from service. Failure to do so shall be deemed to be violation of terms of contracts by the party.
  19. The party shall properly maintain all records pertaining to weightment of coal in respect of each site. In addition, he will also maintain all records required under various statutes. The company shall have the right and access to inspect records if considered necessary.
  20. SAFETY CODE: - The party shall at his expense arrange for the safety provisions as required by law and / or the General Manager (CMC) / Area General Manager of the company shall be entitled to do so and recover the cost thereof from the party.
  21. No interest shall be payable on any amount withheld by the company under the terms and Agreement / Contract.

22. FORCE MAJEURE: - While every effort will be made to continue the work, the WCL / Areas shall not accept any responsibility / liability for dislocation in work due to causes beyond its control. The work is subject to Force Majeure Clauses including strikes, war , lock-outs, mishaps in company works, power station, non-supply of wagons and all such clauses over which management will have no control and management shall under no circumstances refund or pay to the party any loss incurred by him for advance made to their employees or for any situation or incidental loss in the event of such stoppage. Only the work done will be billed for payment.

23. Following information /action regarding manpower deployed shall be complied by the contractor.

a) Before starting the work, the contractor shall submit the list of service engineers with location of their posting, mobile numbers and copy of their photo identity such as Adhar Card to SO(E&M), Wani North Area.

b) The contractor should issue their company's identity cards to their employees. Without a valid identity card, entry in the mine premises and weighbridges shall not be allowed.

c) The contractor shall intimate SO(E&M), WNA if they depute a new employee and follow the procedure given at (a) above.

d) If the contractor terminates / transfers / relocates any of their employees in list at (a), they shall intimate in writing to SO(E&M), WNA.

## SERVICE LEVEL AGREEMENT / CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Wani North Area, represented at the headquarters of the Company by the Chairman-Cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor"/"Contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Bid Security / Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv. "The Site" shall mean the 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.
- v. 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person, or body of persons empowered in this behalf by the Company to approve the Tender.

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

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

- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-In-Charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge/Designated Officer-in-charge may further appoint his representatives, i.e., another person/ Project Manager or any other competent person and notify the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-In-Charge/Designated Officer-in-charge.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement carried between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions,

Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

- ix. 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 obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.
- xi. 'Contract price' shall mean
  - a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
  - b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

## 2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- i) Articles of Agreement,
- ii) Scope of work / Bill of Quantity,
- iii) Additional Terms & Conditions (Instruction to Bidders),
- iv) GeM GTC
- v) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- vi) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- vii) Finalized work programme,
- viii) Integrity Pact as applicable as decided by different Subsidiary Companies,
- ix) Guidelines on Debarment of firms from Bidding,
- x) Code of Integrity for Public Procurement.
- xi) Any other document, if required.

## VOCATIONAL TRAINING AND SAFETY REQUIREMENTS

### **A. VOCATIONAL TRAINING**

#### **1. OBLIGATION ON THE PART OF CONTRACTOR.**

- i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per Vocational Training Rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.
- ii) The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.
- iii) The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.
- iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The Contractor shall maintain record of such trained persons with copy of certificate. A copy of certificate shall be submitted to the Engineer-In-Charge. Only trained persons shall be deployed for the contracted work.
- v) The contractor at their own cost, shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.
- vi) The Contractor shall ensure that only trained and skilled persons are deployed at work site during the contract period.

#### **2. OBLIGATION ON THE PART OF EMPLOYER**

The employer shall arrange vocational training at the employer's training Centre as may be required in conformation with V.T. Rule and the nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photographs shall be maintained.

### **B. SAFETY REQUIREMENTS**

1.
  - i) The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the jobs & activities

related to this contract strictly as per the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about the site of operation/activities of the contract.

The Contractor shall through its Board of Directors/Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management, control, supervision or direction of all the jobs & operation/activities assigned in this contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to the Engineer- In-charge, who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or appropriate Government Authorities.

- ii) The Contractor shall develop, implement and administer a surveillance, safety and health programme for providing a safe environment on and about the mine / site. Contractor shall provide relevant workplace safety and health hazards awareness and training to his workers prior to commencing and as work progresses. Such safety & health measures shall be implemented by the contractor during entire contract period or extended period.
- iii) Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.
- iv) The contractor shall at all times be responsible for observance of safety procedure by its employees and agents.
- v) The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Employer.
- vi) “All cost or expenses arising out of or relating to compliance of safety requirement & up-skilling of his employees shall be borne by the Contractor.”
- vii) Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.
- viii) All employees deployed for the work shall undergo Initial Medical Examination - IME and Periodical Medical Examination - PME as per statute and the record of the same shall be maintained by the contractor and copy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.
- ix) Contractor shall issue “Identity Card” with photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each of his employees. The contractor shall ensure that his employees should carry original identity card while on work and produce for inspection whenever required. Contractor shall maintain Form ‘A’ of his employees and a soft copy shall be submitted to the Engineer-In-Charge. Daily attendance of contractor employees shall be marked in Form ‘D’ for IN and OUT.
- X) Contractors shall establish effective ongoing communication and co-ordination between appropriate levels of supervisors, officials and senior officials of mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks related to the assigned work & the site.
- xi) Safety requirement and safe work practices shall be exercised round the clock. In case of non-compliance of safety requirements and safe work practices or any specific instruction given in writing by the Engineer-In-Charge, the operation may be suspended till such non- compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-In-Charge shall have right to suspend the work.
- xii) Safe Operating Procedure (SOP)/Code of Practice (COP)/traffic rule for the work shall be prepared by the contractor and after the approval of the Mines Manager, these shall be displayed in working place/important places in languages understood by the employees and these shall also be handed over to concerned employees by the contractor under proper record. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent persons to ensure proper management and supervision on the work as per statute and SOP.
- xiii) Contractor shall ensure that the installation, running and maintenance, in safe working order, al all machinery in the mine deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All those competent persons shall also be authorized by the mine manager.  
  
All these competent persons shall be trained by the contractor.  
  
Competency of the Operators and Drivers of HEMM and machinery shall be evaluated by a Evaluation Board constituted by the Mine management in accordance with Coal Mines. Regulation 2017 and its amendment thereof before their actual deployment in the mine. Such evaluation shall be done through a specified SOP.
- xiv) Contractor shall ensure that the competent persons authorized by Mine Manager are deployed as in-charge(s) of his machines, vehicles, equipment, HEMMS etc., and shall ensure that before commencing work these are in proper & safe working order. In

respect of electrical machinery, machine-parts, plant, workshop etc, such competent person shall be an engineer or electrician holding qualifications as specified in Central Electricity Authority (Measure relating to Safety and Electric Supply) Regulation, 2010 and amendments thereof. This authorized competent person(s) shall record the result of such checking & examination in bound paged book(s) kept for the purpose, which shall be verified by the authorized representative(s) of Engineer-In-Charge of this contract.

- xv) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs or any amount revised from time to time.
- xvi) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 amended from time to time and amendments thereof.

Contractor shall ensure the arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine. Contractor shall submit list of all accidents and analysis thereof.

- xi) Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the contractor.

## 2. Safety requirements for equipment, vehicles and machinery:

- i) All equipment shall be provided with adequate safety features as per relevant statutes and instructions thereunder communicated from time to time. The operator's seat should be ergonomically designed Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise and flying object protection Contractor shall ensure that all equipment and vehicles deployed by him shall have Audio Visual Alarm (AVA), rear view camera, proximity detection and warning device, additional warning system for operator's fatigue, rear vision system, efficient brakes, turbo charger guard, front and rear light, speed retarder, Semi/AFDSS, Seat belt & its reminder system, Dump body Stabilizers, Auto Dipping Cabin guard extension etc. to conform to the relevant statute.
- ii) Contractor shall deploy only those equipment, HEMM, trucks, tippers, vans and vehicles etc. in the mine which are designed so as to afford the respective operator a clear and uninterrupted vision all around while in operation.
- iii) Contractor shall ensure that all these machineries which are used in ne shall be fitted with such safety features or devices as stipulated in the Gazette notification no. G.S.R. 987(E) issued on dated 01.10.2018, its amendments and related DGMS Circulars Issued from to time. Contractor shall also ensure that the fitment of safety features with minimum design requirements as mentioned in the DGMS Circular no. 06 of 2020 dated 27.02.2020, are provided and maintained in safe working order in respect of the machineries
- iv) The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliant. Vehicles shall be fitted with Antiskid and Tail end protection system.
- v) In surface miner shall have automatic water sprinkling arrangement and suitable firefighting arrangements.
- vi) Contractor shall ensure that truck mounted drill machines designed for tube well drilling for sources of water shall not be used and only proper type of blast hole drill machine, especially designed for mining purpose, shall be used in the mine. All drills shall be fitted with portable fire extinguisher, and wet drilling system shall be functional when deployed in drilling operation.
- vii) Contractor shall ensure that all machinery and plant used in connection with this contract are of good design, sound construction, and suitable material, adequate strength, free from patent defect and are properly maintained. Contractor shall ensure that no person except an engineer or other competent person under his supervision shall undertake any work on such machinery, plant and workshop jobs in which technical knowledge or experience is required.
- viii) Contractor shall ensure that only such fitters or mechanics possessing driver's or operator's license, shall be deployed in mine to carry out test-run of such machineries deployed by him.
- (ix) Contractor shall ensure that no person other than the operator or any person so authorized in writing by the mines manager shall be allowed to ride on heavy earth moving machinery deployed in connection with this contract.

## 3. Road Worthiness of Vehicle:

- i) Contractor shall provide roadworthy transport vehicle / pick-up van for movement of his maintenance crews and operators of equipment, machine, vehicles. These vehicles shall have limiting speed device and recorder. These vehicles and all other maintenance & Service Van vehicles deployed by the contractor shall be fitted with standard safety features required by the relevant statute All such vehicles shall maintain carry (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate (d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (1) Any other requirement as per RTO.

- ii) The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good working condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.
4. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Traffic Rules, Standard operating Procedures, instructions given by Engineer- in-Charge/Mine Manager site in-charge(s) etc., the following sanctions and penalties shall be applicable on the contractor:
- i) The authorized mine officials shall have the right to stop the work related to this contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person or machine which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. If any dangerous condition & operation in the workplace of the contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.
- ii) Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men, machineries, activities of this contract.
- iii) In case of repeated violations involving non-compliances of provisions related to discipline, safety and health of men and machineries deployed by the contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the company through its Engineer-In-Charge shall levy the compensation from the contractor's bills for the losses incurred by the company on account of such suspensions.
- iv) Recurrence of same violation more than (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions, thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value of work per hour shall be derived from the contract value excluding GST by dividing it with contract period in hours, as per LoA/ Work Order

The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the total contract value and shall be apart from other penalties as applicable under GTC Clause- 6.2(iv). The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.