

TENDERDOCUMENT

FOR

Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years.

**TENDER NOTICE, GENERAL TERMS AND CONDITIONS, ADDITIONAL TERMS AND CONDITIONS,
SPECIAL TERMS AND CONDITIONS, ANNEXURES**



MAHANADI COALFIELDS LIMITED
(A subsidiary of CoalIndia Ltd.)
Jagriti Vihar, Burla, Sambalpur--768020,Odisha

TENDERDOCUMENT

NAME OF WORK: Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years.

**Office of the General Manager (E&M),
Mahanadi Coalfields Limited**

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TENDER DOCUMENT ON Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years

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  (A Subsidiary of Coal India Limited) A Mini Ratna Company	<p>ମହାନଦୀ କୋଲ୍ ଫିଲ୍ଡସ୍ ଲିମିଟେଡ୍</p> <p>महानदी कोलफील्ड्स लिमिटेड</p> <p>Mahanadi Coalfields Limited</p> <p>(A subsidiary of Coal India Limited)</p> <p>Tender Inviting Authority: Sri Anil Kumar k.s Designation: General Manager Office of The General Manager P.O. – Bandhabahal, Dist – Jharsuguda (ODISHA) FAX: +91 (6645) 233 353 Tel: +91 (6645) 233 528 E-mail: so-enm-lkpa.mcl@coalindia.in Web Site : www.mahanadicoal.in</p>
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NIT No.: MCL/LKPA/E&M/GeM Tender/2026-27/NIT- 73

Dated: 28.05.2026

TENDER NOTICE/Bid Specific ATC

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

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Period of Completion (In Days)
Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years.	Lakhanpur Hospital, BIT Colony	15,01,732.00	760 (30 for rectification +730 days for CAMC)

Note:

- (i) BOCW Welfare Cess applicable/ ~~not applicable~~ for this work.
- (ii) For Site visit of location of work, the prospective bidder(s) may contact **Sri Dheeraj Kumar Gupta Ch. Manager (E&M), Lakhanpur Area, MCL (Cell No. 8962246749).**

2. **Time Schedule of Tender** : As per Bid document.

Note:

- i) Bids shall be submitted online within the deadline.
- ii) Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on GeM Portal <https://gem.gov.in/> only. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.
- iii) The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- iv) If number of bids received online is found to be less than three after the end date and time of bid submission, then last date of submission of Bid and Technical Bid Opening date will be extended for a period of **seven** days in the GeM Portal. In case of holiday, the due date of opening will be extended to next working day.
- v) This extension will be also applicable in case of receipt of zero bids.
- vi) After extension as stated above the tender shall be opened irrespective of available no. of bids on the extended date of opening of tender.

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

3. **SUBMISSION OF EMD:**

The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as deliberated below: -

The EMD amount is to be paid through the following modes.

- a) Account Payee Demand Draft in favour of “MAHANADI COALFIELDS LIMITED” payable at “BANDHBAHAL”
- b) Banker’s Cheque in favour of “MAHANADI COALFIELDS LIMITED” payable at “BANDHBAHAL”
- c) Fixed Deposit Receipt duly pledged in favour of MCL Lakhanpur Area.
- d) Bank Guarantee:

Note –

- i) The validity of the BG should be 90 days beyond the bid validity period.
- ii) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Jharsuguda.
- iii) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- iv) MCL has chosen ICICI Bank to act advising/ beneficiary bank of MCL. The bank issuing the guarantee can chose this bank to send confirmation through SFMS.
- v) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

A. ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	Lakhanpur Area
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	367905000071
		v.	Department	E&M Department, Lakhanpur Area
2.	Beneficiary’s Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Telenpali
		iii.	Branch Code	003679
		iv.	Beneficiary Bank Branch IFSC	ICIC0003679
		v.	Beneficiary Bank Address	ICICI Bank Ltd, Telenpali, Near Panchayat Office, Jharsuguda-768234
		BG issuing bank need to mention the code ‘MCL551163793’ in field no 7037 of IFN760COV/IFN767COV, so as to enable the email id’s tagged with the account to receive BG Confirmation through online mode.		

- Any Bid not accompanied by requisite EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.
- e) The EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder’s option.
- f) The Earnest Money may be forfeited:
 - i) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid

validity / extended validity with mutual consent; or

- ii) in the case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the Agreement; or furnish the required Performance Security Deposit/Additional Performance Security if any;

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

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

- g) The EMD deposited with the Employer will not carry any interest.
- h) In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department.
- i) The EMD of the rejected Bidders will be refunded as per the terms and conditions of the bid documents.
- j) The bidders are required to submit Mandate Form certified by their banker. The EMD amount shall be refunded in the Bank A/c. mentioned in the Mandate Form.

Note:

- a. Scanned copy of the above EMD instrument shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening.
- b. In case of EMD exemption, supporting document for claim of EMD exemption will have to be uploaded by the Bidder as per GeM.

4. Pre-bid Meeting:

The pre-bid meeting shall be held in the office of the Tender Inviting Authority (TIA) 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:

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

5.1 Pre-bid meeting, if required, will be done as per GeM Portal.

5.2 The Bidder may seek clarification online as per the functionality of GeM portal. The Department will clarify as far as possible the relevant queries of Bidders.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit as per the GeM portal.

6. Deleted.

7. Eligible Bidders:

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

7.2 Joint Venture (JV): **Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores.**

8. Eligibility Criteria:

A. Work Experience:

The bidder must have experience of works of similar nature (**as per the definition of similar nature of work given below**) valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year)/ 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualised value” of the work shall be calculated as the “Estimated value/Period of completion in Days x 365”.

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which Tender has been invited.

The definition of Similar work shall be as follows:

“Operation and/or maintenance and/or AMC and/or installation and commissioning and/or repairing of lifts”

The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(4) of NIT.

In respect of the above eligibility criteria of work experience the bidders are required to furnish the following information in **Annexure-XVII**:

- i) Start date and end date of the year for which work experience of Bidder is to be considered for eligibility. The end date is to be calculated by adding 365 days to the start date of experience.
- ii) Start date & end date of each qualifying experience (similar work)
- iii) Agreement Number/Work Order Number of each experience
- iv) Name and address of the employer/ Work Order Issuing authority of each experience
- v) Percentage (%) share of each experience (in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/partnership firm will be considered against eligibility else it shall be taken as 100%).
- vi) Executed Value of work against each experience
- vii) Description of qualifying experience (similar nature)
- viii) In case the Bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the Bidder.

Technical evaluation of Work Experience:

As per the information furnished under Annexure-XVII and from the work experience documents submitted by the bidder, evaluation of work experience will be done as follows:

- i. The work experience of the bidders during the period of any year (i.e. consecutive 365 days) during last 7 (seven) years i.e **from Dt. 01/05/2019 to Dt. 30/04/2026** shall be considered for evaluation. Any experience of the bidder after **dt: 30/04/2026** shall not be considered for evaluation.
- ii. During the above one year period, any number of work experiences of similar work can be submitted by the bidder.
- iii. The Start & End date of each qualifying experience should fall within the above one year period.
- iv. The value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published will be calculated.
- v. The bidder will become eligible, if the value of all qualifying experiences as calculated above & taken together meets the minimum requirements (50% of Annualised Value or estimated value whichever is less).
- vi. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the Bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vii. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- viii. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture firm/Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture firm/Partnership firm will be considered against eligibility.

Note:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days furnished at **Annexure-XVII**) should be at least 50% of the Annualized value or estimated value whichever is less.
2. A Sample Checklist for Work Experience Certificate is enclosed as **Annexure-XV**.

~~B. Working Capital:~~ (Not applicable)

~~Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the scheduled date of opening of tender as mentioned in the bid document at the time of floating of Tender.~~

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

- ~~a. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.~~
- ~~b. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.~~

~~The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(5) of NIT.~~

~~In respect of the above eligibility criteria the bidders are required to furnish the following information in **Annexure-XVIII**:~~

- ~~i. Amount of available Working Capital inclusive of lines of credit and availability of other financial resources~~
- ~~ii. Date on which the Bidder possesses the required working capital~~
- ~~iii. Name of the Chartered Accountant (CA)~~

- iv. ~~Membership Number of CA who certifies the Bidder's working capital on a particular date.~~
- v. ~~Date of Issue of Certificate~~
- vi. ~~UDIN of the Certificate~~

Note:

a. ~~In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the working capital of the JV will be assessed by adding the information furnished.~~

b. ~~The information against Sl. No. (i), (ii), (iii), (iv), (v), (vi) as mentioned above will be given w.r.t. the all the partners of JV (Joint Venture) separately.~~

~~c. A Sample Checklist for Working Capital Certificate is enclosed as Annexure XVI.~~

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

The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(1) of NIT.

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

- D. **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

The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(2) of NIT.

Note:

- i). In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself.
 - ii). In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of Agreement.
 - iii). If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.
- iv)During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

- E. **Electrical Contractor's License:**

The bidder should possess a valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/Union Territory, in accordance with IE Rule-45.

Note: The category of Electrical Contractor's License possess by the bidder: L.T. or above Electrical Contractor's License

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

i). Confirmation regarding possessing of Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/Union Territory, in the form of Yes / No.

Note: a) In case the bidder is a joint venture, the Electrical Contractor's License of Lead Partner or any of the Partners of Joint Venture will be furnished.

b) Electrical contractor's license should allow the contractor to carryout works one electrical installations upto ~~33KV~~ as ~~the execution of tendered work requires carrying out electrical works upto 33KV.~~

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

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

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

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

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Note:-

- (i) If the estimated value of Procurement is less than Rs.10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking format at Annexure-XII. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- (ii) ~~If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content (with Annexure XII).~~

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.
- II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

Note: The tendered work cannot be split up due to safety, complexity of operation and other technical reasons.

III. Deleted.

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

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- ~~b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content (with Annexure XII).~~

The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(7)of NIT.

- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will be debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The

debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department IDENTIFIES that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies UNDER THEIR ADMINISTRATIVE CONTROL AND GEM *for appropriate reciprocal action.*
2. ENTITIES OF COUNTRIES WHICH HAVE BEEN IDENTIFIED BY THE NODAL MINISTRY/DEPARTMENTS not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/technology collaboration agreements with phased indigenization

- a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

G. Legal Status of the Bidder: The Bidder should be Individual/Proprietorship firm/ Partnership firm/ Company, Joint Venture.

The details of Supporting Document to be uploaded by the bidder is given at clause no.9(iii)(3) of NIT.

H. Written Consent regarding Arbitration:

~~It shall be taken as an undertaking from the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture as per the format given at Annexure-XII of Tender Notice/Bid document. For other category of Bidders acceptance of terms and condition through LOB complies this requirement.~~

I. Letter of Bid and undertaking: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given at **Annexure-I** of Tender Notice/Bid document containing name of the work, NIT No. This will be the covering letter of the Bidder for his submitted bid. Further, an undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility is given at **Annexure-II** of Tender Notice/Bid document. The Bidders have to accept unconditionally the Letter of Bid in the Undertaking as per **Annexure-XIII** of Tender Notice/Bid document, which shall be construed as submission of LOB and undertaking by the bidder.

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

The Undertaking of the Bidder regarding compliance to order No. F.No.6/18/2019- PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means.
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A joint venture where any member of the joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:-
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who,

whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit a Certificate in the Undertaking at **Annexure-XII** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred

K. Undertaking: An undertaking is to be given on Bidder's letter head online as per the format given under **Annexure-XII** in the Tender Notice/Bid Document.

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

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

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

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

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

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be

submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (vii) below. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

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

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

The Classification of Micro and Small Enterprise shall be as per notification from Govt. of India from Time to time.

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

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

Note: The tendered work cannot be split up due to safety, complexity of operation and other technical reasons.

9.Submission of Bid:

(i) In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal <https://gem.gov.in/>. as per requirement of GeM portal. The bidder is one whose name will appear as bidder in the GeM Portal.

In case the bidder is a Joint Venture, they may enroll in the name of the Lead Partner in the GeM Portal. However, the JV has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV before any payment.

(ii) No conditional bid shall be allowed/ accepted.

(iii) For online submission of tender, the bidders will have to upload all the confirmatory documents as prescribed in the NIT.

List of Documents to be uploaded by the bidders: All the documents as enlisted below in support of Eligibility Criteria are to be uploaded by the bidder while submitting his/her/their bid.

Sl. No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidders in support of Eligibility Criteria
1.	Permanent Account Number (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.)
2.	Goods and Services Tax (Not Applicable for Exempted Services)/Ref. Clause No.8(D) of NIT	The bidder should possess any one of the following documents depending upon the status w.r.t GST: 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

		<p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>ii).Status: GST Unregistered bidder</p> <p>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.</p> <p>[In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Certificate of JV itself]</p> <p>Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
3.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> 1.Affidavit or any other document to prove proprietorship/Individual status of the bidder 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. The following documents in respect of Legal Status of a JV Bidder shall be uploaded by the JV Bidder: <ol style="list-style-type: none"> (i) Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per the format given at Annexure-VIII (ii) Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them. (iii) The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV mentioned below: <ol style="list-style-type: none"> a)Affidavit or any other document to prove Proprietorship/ Individual status of the bidder OR b) Partnership deed containing name of partners OR c)Memorandum & Article of Association with certificate of incorporation containing name of Bidder
4.	Work Experience (Ref. Clause No.8(A) of NIT)	<p>i) Annexure-XVII containing Work Experience details.</p> <p>ii) Work Experience Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder at Annexure-XVII.</p> <p>Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents as per clause 13(B), if felt necessary by the Tender</p>

		<p>Committee.</p> <p><i>(In case of JV, Work Experience Certificate against individual partner(s) of JV or the JV itself as applicable as per details mentioned in clause no.8).</i></p> <p>Note:</p> <p>1. In case the bidder possesses the work experience as per sl.no.(iii) of definition of similar work given at clause no.8(A) of NIT, the bidder should upload work experience certificate along with satisfactory work completion certificate.</p> <p>2. A Sample Checklist for Work Experience Certificate is enclosed as Annexure-XV.</p>
5	Electrical Contractor's License (Ref. Clause No.8(E) of NIT)	<p>Valid Electrical Contractor's License issued by Electrical Licensing Board/ Authority of any Indian state/UT.</p> <p>Note: The category of Electrical Contractor's License possess by the bidder: LT or above</p>
6	Undertaking by the bidder on his/her/their Letter Head as per Annexure-XII and document regarding Local Supplier Status (as applicable).	<p>Undertaking regarding relatives as employees of the company, Disputes Resolution clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8(D) of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.</p>
7.	Undertaking As per Annexure-XIII	<p>Unconditional acceptance of the Letter of Bid in the Undertaking, Integrity pact etc. as per Annexure-XIII of tender document/Bid Specific ATC.</p>
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant document(s) to support the information/declaration furnished by bidder online/ Annexures against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria. Multiple documents are to be combined to a single pdf and uploaded in a single link.</p>		

(iv) Price bid:

The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following list given in the BOQ:-

- I). GST Registered Bidder under Regular Scheme
- II). GST Registered Bidder under Composition Scheme
- III). GST Unregistered bidder.

The rates quoted by the bidder will be excluding GST& GST Compensation Cess (if applicable) & BOCW Welfare Cess (if applicable) only and GST& GST Compensation Cess (if applicable) (to be paid by MCL or by the bidder)& BOCW Welfare Cess (if applicable) will appear as a separate entity

Evaluation of documents of L1 bidder will be done on the basis of ranking generated by the GeM Portal. While the bidder has to submit BOQ/ Price breakup for documentation purpose only. It is the responsibility of bidder to quote rates correctly as per bid requirement. Incase of mismatch between the prices mentioned in price breakup format and total quoted amount in the financial bid, the quoted value will prevail.

The rate quoted by the bidder shall be for unit of work (item wise) as indicated in BOQ/Price Break-up Format. Bidder shall have to provide complete break-up of the quoted price in the price break-up format enclosed with NIT as Annexure – XIV in GeM Portal at specified folder.

In case the bidder fails to submit the break-up of Total Price in GeM Portal (OR) In case the price breakup of total price given by bidder is not equal to the total offered Price, the Company will be at liberty to place Order by deriving the rate of each item as follows:

- Estimated rate of that item X (Total offered price/Total estimated price)

The above-mentioned item-wise rate will be binding on the bidder. The price bids of the tenderers will have no condition.

The payment of GST and GST Compensation Cess by service availer (i.e. MCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal, which must be reflected in MCL's inward GST returns (i.e. GSTR 2A/ 2B, and any other nomenclature of such to be defined by GST law). Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

****Case-1: For Supply for which INPUT TAX CREDIT(ITC) is Available to the Company:**

~~For calculation of overall Bid value, the GST and GST Compensation Cess (if applicable) required to be paid by the Bidder or by MCL, taken by the system will be ignored but BOCW Welfare Cess (if applicable) taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST and GST Compensation Cess (if applicable) but including BOCW Welfare Cess(if applicable). This value of the bidder will be "the cost to Company".~~

~~Cost to Company = Quoted Price of the Bidder excluding GST and GST Compensation Cess (if applicable) + BOCW Welfare Cess (if applicable)~~

~~Then GST and GST Compensation Cess (if applicable) required to be deposited by the Bidder will be added to the overall Bid value to arrive at the Contract value. The Price bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.~~

****Case-2: For Supply for which INPUT TAX CREDIT (ITC) is Not Available to the Company:**

For calculation of overall Bid value, the GST and GST Compensation Cess (if applicable) required to be paid by the Bidder or by MCL and BOCW Welfare Cess(if applicable), taken by the system will be added to the rates quoted by the bidder to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST and GST Compensation Cess (if applicable) and BOCW Welfare Cess (if applicable). This value of the bidder will be "the Cost to the Company".

Cost to Company = Quoted Price of the Bidder excluding GST and GST Compensation Cess (if applicable) + Amount of GST and GST Compensation Cess (if applicable) + BOCW Welfare Cess (if applicable)

Then GST and GST Compensation Cess (if applicable) to be deposited by MCL will be deducted from the overall Bid value to arrive at the Contract value. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

(Strike out / Delete the case whichever is not applicable)**

10.Bid Submission:

All bids are to be submitted on-line on the website (<https://gem.gov.in>).No bid shall be accepted off-line.

11.System Requirement:

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 GeM Portal. Under any circumstances, MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GeM system or internet connectivity failures.

12. Opening of Bid:

Tender will be opened online on the pre-scheduled date & time of tender opening.

13. Evaluation of Tender:

- (A) After opening of Technical bid, the documents submitted by Bidder(s) in Cover – I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) online. If it confirms to all of the information/declarations furnished by the Bidder online and do not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
- (B) In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **7 days (7 x 24 hours)** time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

If the bidder fails to upload the corresponding documents during the recycle window, sought from the bidder due to deficiencies or omissions in the initial submission, such failure will be treated as false declaration/information and/or willful suppression of facts and will be dealt with as per the provisions of the tender documents.

- (C) Seeking / Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of 7 days. The clarification shall be taken in online mode in the e- Procurement portal of GeM only.
- (D) The tender will be evaluated on the basis of documents uploaded by bidder(s) online against the information furnished online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- (E) In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible of opening of Price Bid.
- (F) In case Bidder(s) fails to confirm the submitted information(s)/declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

- (G)** It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents mentioned in the NIT.
- (H)** In case none of the Bidder(s) complies the technical eligibility criteria as per NIT then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- (I)** The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.
*When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD level (i.e CFDs/Board) then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.
- (J)** After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the Evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the GEM portal. However, in case there is any extension of the date and time of price bid opening, it shall be notified online and price bid shall be opened online on GEM portal at rescheduled date and time.
- (K)** The Tender Committee may recommend for award of work to the successful Bidder after evaluation of the reasonableness of rates.

14. Deleted.

15. **One Bid per Bidder:**As per GeM

16.**Refund of EMD:**As per GeM

17. **Site Visit:**

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

17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. All duties, taxes and other levies, royalty payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants 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.

The payment of GST and GST Compensation Cess by service availer (i.e. MCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder/contractor under the GST provisions should be issued within the time limit prescribed under the GST law & which is to be considered in the GST returns to be filed by the Bidder within due date & must be reflected in MCL's inward return (i.e. GSTR 2A/2B, and any other nomenclature of such to be defined by GST law).

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

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

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

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.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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

19. 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 those costs.

20. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. Currencies of Bid and Payment:

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

22. Deleted.

23. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/supervisory personnel required for execution of the work.

24. Change in Constitution of the Contracting Agency:

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

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Notification of Award:

The Bidder, whose Bid has been accepted, will be notified/communicated online on GeM portal prior to expiration of the Bid validity period.

This communication through Contract generated through GeM will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract.

On issuance of Contract Document generated through GeM, the successful tenderer shall execute contract agreement in the company's prescribed form (as per Annexure-IV) for the due fulfillment of the contract.

In the bidding process, the cause of rejection of bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money (if any) shall be refunded to unsuccessful bidders as per provision of GeM.

Letter of Acceptance (LOA) will be issued to the successful bidder. Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of LOA. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money. Additionally, the company shall ban such defaulting contractor from participating in future tenders of MCL for a minimum period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

27. Bid Validity:

The validity period of the tenders shall be **120 (One hundred and twenty)** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. The request and the Bidder's responses shall be made in the GeM Portal. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The EMD submitted in the form of BG by the bidder shall also be extended for the suitable period.

The tenderer/bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

Modification and Withdrawal of Bid will be as per provision of GeM.

For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of contract generated through GeM with the following provision of penal action:

The penal actions are-

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

29. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

30. Contract Agreement Document(s):

This NIT/Tender Notice/Bid Specific ATC shall be deemed to be part of the Contract. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Scope of work, Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT/Bid Specific ATC document forms an integral part of this NIT and shall also form a part of the contract agreement.

31. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

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

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

32. Document(s) of Joint Venture:

In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the before any payment.

33. Electrical Contractor's License:

The Electrical contractor's License of the contractor should be valid throughout the currency of the contract.

34. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

35. Prohibition of Child Labour engagement:

The Contractor/Contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

36. 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.

37. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be dealt as per Clause No. 16- title- '**Disputes Resolution**' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

39. Code of Integrity for Public Procurement (CIPP)

The bidders/ contractors are required to abide by the Code of Integrity for Public Procurement (CIPP) as given in the tender document/Bid Specific ATC at **Annexure-IX**. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV, all partners shall sign at the time of agreement.

40. Any corrigendum/date extension etc. in respect of above tender shall be issued on GeM Portal <https://gem.gov.in/> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.

On behalf of Mahanadi Coalfields limited

Tender Inviting Authority: Sri Anil Kumar K.S

Designation: General Manager(E&M)

Mob-9926193295

Email Id- so-enm-lkpa.mcl@coalindia.in

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER.

1.1 The Mahanadi Coalfields Limited (referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice Inviting Tenders (NIT). The Bidder should submit Bid for the whole work mentioned in the NIT/Scope of Work.

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

2. ELIGIBLE BIDDERS.

2.1 The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under the Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria/Eligibility Criteria. In a tender, a Bidder shall participate in one bid only.

2.2 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs. 2 Crores).

Joint Venture details:

Name of all partners of a joint venture (not more than 3):

1. Lead partner
2. Partner
3. Partner

Note - The participating share of JV Partners shall be as below;

- i) Lead Partner shall have at least 50% participating share in JV.
- ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture must comply with the following requirements:

- i) Following are the minimum qualification requirements for Joint Venture
 - a) The JV may enroll in the name of the Lead Partner for Bid submission through GeM. However, the JV has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc.) in the name of JV/Consortium before execution of the Agreement.
 - b) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl. no. 8(A) of tender Notice/Bid document towards fulfillment of qualification criteria related to experience.
 - c) The qualifying criteria parameter e.g. working capital shall be met by individual members of JV/Consortium as spelt out under cl. no. 8(B) of tender Notice/Bid document and the total criteria should not be less than as deliberated under cl. no. 8(B) of Tender Notice/Bid document towards fulfillment of qualification criteria related to working capital.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture 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 Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV 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. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

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

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

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

vii) The JV 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 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 Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorized to sign on behalf of joint venture or authorized signatory on behalf of JV.

ix) The bid should be signed by the person submitting the bid, duly authorized by all the members of the JV.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture/ Lead Partner including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the 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/Bids Security can be submitted by the Joint Venture/one or more partners of the joint venture.

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

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

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

xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV at the time of execution of Agreement.

xvi) If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

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

3. QUALIFICATION OF THE BIDDER

3.1 The bidders shall be required to submit bid with all the information as sought online along with required documents as detailed in Tender Notice/bid document. The qualification/eligibility criteria is detailed in Tender Notice/bid document.

3.2 If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

- (i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.
- (ii) On account of currency of debarment as applicable.

4. ONE BID PER BIDDER: As per GeM.

5. COST OF BIDDING

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

6. SITE VISIT

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

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

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

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. System Description
- f. Forms of Securities and form of Article of Agreement.
- g. Pre contract Integrity Pact (if applicable)
- h. Guidelines on Debarment of firms from Bidding
- i. Code of Integrity for Public Procurement (CIPP)
- j. Other document, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 The bidder may seek clarification on-line as per the functionality of GeM portal. The management will clarify as far as possible to the relevant queries of Bidders.

8.2 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.

9. CORRIGENDUM/Modification to Tender Document

Corrigendum/Modification should be issued only in exceptional cases as per the extant guideline prevailing in the Company. Any Corrigendum/Modification issued shall be part of the bidding documents.

10. LANGUAGE OF BID

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

11. BID PRICES

11.1 The Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, and Applicable Goods and Service Tax (GST) etc.

11.2 All duties, taxes and other levies, royalty payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants 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.

The payment of GST and GST Compensation Cess by service availer (i.e. MCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law & which is to be considered in the GST returns to be filed by the Bidder within due date & must be reflected in MCL's inward return (i.e GSTR 2A/2B, and any other nomenclature of such to be defined by GST law).

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

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

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

Note:

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

11.3 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.

12. CURRENCIES OF BID AND PAYMENT

The Bid value shall be in Indian Rupees only.

13. SUBMISSION OF BID:

- a. The Bidder will submit their bid online. No off-line bid shall be accepted.
- b. For online submission of tender the Bidders will have to upload the following in addition to the documents mentioned in the Eligibility and Experience Criteria.

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

- c. **Price bid:** The quoted price 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. The L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

14. DEADLINE FOR SUBMISSION OF BIDS

14.1 Bids shall be submitted online within the stipulated date and time.

14.2 The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

14.3 If number of bids received online is found to be less than 03(three) on end date of bid submission, then last date of submission of Bid and Technical Bid Opening date will be extended for a period of Seven days in the GeM Portal. In case of holiday, the due date of opening will be extended to next working day.

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

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The above extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. PROCESS TO BE CONFIDENTIAL

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

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

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

16. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

17. EVALUATION AND COMPARISON OF BIDS.

17.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 16 of Instructions to Bidders.

17.2 The evaluation of Bid, by the Employer shall be done as per clause no.13 of tender document/NIT.

17.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

17.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

17.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

17.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate

the internal consistency of these prices with the construction method and the schedule proposed.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Note: For calculation of Additional performance security (APS) amount the updated/justified cost and the quoted price of the bidder shall be considered excluding GST.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Such additional performance security should be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC.

Additional performance security (APS) should be furnished within 21 days of issuance of LOA by the successful bidder.

Failure to submit such additional performance security may result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter*. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

18. AWARD CRITERIA

Subject to Clause 19, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

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

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

Notwithstanding Clause 18, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

20.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on GeM portal prior to expiration of the Bid validity period. This **communication** will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

20.2 Further, Letter of Acceptance (LOA) will be issued to the successful bidder. Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of LOA.

The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty) days following the notification of award along with the letter of Acceptance and /or Work Order issued by department.

In case of failure to enter into agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines on Debarment of firms from Bidding along with forfeiture of Earnest Money. The bidder will also be debarred from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

20.3 The Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.

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

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

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

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

21. EMPLOYMENT OF LABOUR

21.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity i.e. operation, maintenance, cleaning part of the subject job as per policy decision of the company/CIL valid from time to time) in respect of his employees of different categories.

Contractors shall not pay less than the minimum wages to the labourer engaged for security

of the plant by him/them as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

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

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

Payable statutory payments like PF & ESI or CMPF & CMPS contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment.

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

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

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

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

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

22. LEGAL JURISDICTION

22.1 Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

23. E-PAYMENT

Successful bidder(s) will be required to submit a Mandate Form duly signed by the bidder and bank officials for e-payment to them.

24. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as a breach of contract.

25. MISCELLANEOUS.

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

26. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

- a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- b) For abutments, piers and well steining: All works up to 1.2m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works upto 1.2 metres above the ground level.
- e) For basement : all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- f) For Roads, all items of excavation and filling including treatment of sub base.

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) The word “**Employer**” or “**Company**” or “**Owner**” wherever occurs in the conditions, means the **Mahanadi Coalfields Limited**, represented at Head Quarters by the **G.M. , Lakhanpur Area, MCL** or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- ii) The word “**Principal Employer**” wherever occurs, means the officer nominated by the Company to function on its behalf.
- iii) “**Bid**” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- iv) “**Bidder**” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, including a Joint Venture (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity.
- v) “**Bid security**” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.
- vi) “**Class-I local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- vii) “**Class-II local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- viii) “**Local Content**” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ix) “**Non-Local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- x) “**Notice inviting tenders**” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or

notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.

- xi) "**Prospective bidder**" means anyone likely or desirous to be a bidder.
- xii) "**Procurement contract**" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for other services' under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract".

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

Until the formal agreement is signed between the Owner and contractor, **Contract Generated in GeM Portal/** LOA/Work order together with contract document (i.e., bid/ tender/ proposal/ offer) shall constitute the contract.

- xiii) The word "**Contractor/Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- xiv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- xv) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- xvi) "**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 on its behalf by the company.
- xvii) "**Engineer-in-charge**" shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the

contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their 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.

- xviii) A "**Day**" shall mean a day of 24 hours.
- xix) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xx) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xxi) "**Contract amount**" shall mean:
 - a) in the case of turnkey/lump sum contracts the total sum for which tender is accepted by the company inclusive of applicable GST.
 - b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company inclusive of applicable GST with or without any alteration as the case may be.
- xxii) "**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 contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.
- xxiii) "**The constructional plant**" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xxiv) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xxv) "**Department**" means the Electrical and Mechanical Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xxvi) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xxvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xxviii) **"Drawings"/"Plans"** shall mean all:

- a. drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- b. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- c. subsequent working drawings furnished by the owner in phases during progress of the work, and
- d. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xxix) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if any:

- a. Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b. Indian Electricity Act and Rules and Regulations made there under.
- c. Indian Mines Act and Rules and Regulations made there under.
- d. Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

- i) Articles of Agreement.
- ii) Contract generated in GeM Portal/ Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc. - as applicable.
- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) System Description/Specifications/ scope of Work, if any.
- vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender,
- x) Integrity Pact (If applicable).
- xi) Guidelines on Debarment of firms from Bidding.
- xii) Code of Integrity for Public Procurement (CIPP)
- xiii) Any other document if required.

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

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

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

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

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.
- e) BIS Specifications.

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

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

4.00 Security Deposit:

4.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount excluding GST and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Payment through NEFT/RTGS in the designated account of MCL as indicated in the LOA/WO.
- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Sambalpur or branch at Sambalpur. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

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 Commercial Bank, or
- (b) by a foreign bank located in India and acceptable to the employer.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "**MAHANADI COALFIELDS LIMITED**" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "MCL224951" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

A. ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	Lakhanpur Area
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	367905000071
		v.	Department	E&M Department, Lakhanpur Area
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Telenpali
		iii.	Branch Code	003679
		iv.	Beneficiary Bank Branch IFSC	ICIC0003679
		v.	Beneficiary Bank Address	ICICI Bank Ltd, Telenpali, Near Panchayat Office, Jharsuguda-768234
		BG issuing bank need to mention the code 'MCL551163793' in field no 7037 of IFN760COV/IFN767COV, so as to enable the email id's tagged with the account to receive BG Confirmation through online mode.		

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to E&M Deptt. of Lakhanpur Area..

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/ earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders of MCL for a period of minimum one year from the date of issue of such letter.

When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then MCL shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

4.3 5% of the work value excluding GST shall be retained from all running on account bills. This shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the completion of work, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Cl.4.2.

4.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

4.5 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/appropriate its due against the contractor under this contract or under any other contract.

In case of this contract, that ends with successful completion of work, where question of Defect Liability Period does not arise. Thus, 5% Performance Security deposit (1st part of security deposit) and retention money (2nd part of security deposit) can be released simultaneously after successful completion of work and handing over of the site/plant to MCL by the contractor. Any defect/defects in the work, if detected at the time of Taking over of the plant by MCL, the same is/are rectified to the satisfaction of the Engineer-in-Charge.

4.6 Additional Performance Security:

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Note: For calculation of Additional performance security (APS) amount the updated/justified cost and the quoted price of the bidder shall be considered excluding GST.

Additional performance security (APS) should be furnished within 21 days of issuance of LOA by the successful bidder.

Failure to submit such additional performance security may result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in MCL for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

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 the shape of BG or any of the forms as applicable for performance security.

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

5. Extension of AMC contracts:

The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, MCL reserves the right to Extend the Contract for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

The work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work to the contractor or the period of mobilization allowed for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

Note: The contract start date and end date to be mentioned during contract generation in GeM Portal will be indicative only; the actual date of work commencement will be as mentioned above.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money, deposited by him and to rescind the contract generated in GeM Portal/Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent (½ %) of the contract amount/Revised Contract amount excluding GST whichever is less, per week or part of the week of delay.

OR

ii) ½ % of the contract-value (excluding GST) of group of items/ revised completion value of group of items whichever is less, per week or part of the week of delay for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount excluding GST of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value (excluding GST) of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

The LD will be applicable on the price (excluding GST) as varied by the operation of the Price Variation Clause i.e. price variation amount (excluding GST) shall be added/ deducted to the contract price (excluding GST) for deriving the LD.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount of the works excluding GST whichever is less for each week or part of the week subject to a ceiling as described at Cl.6.2.

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

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

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 9. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

6.3 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

6.4 Extension of Contract Time for completion

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

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

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

B. Delays in Execution

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

- a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - b) Compensable delays – or Compensation Events, which put full burden of responsibility on MCL; and
 - c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.
 - d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to MCL or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. MCL should see that the concurrent delays do not result in unnecessary extra extension of time.
- C.** Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.
- D.** The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of contractor, the following delays shall be considered as "Hindrances":-

- a. Excusable delays
 - b. Compensable delays
 - c. Portion of Concurrent delays to be decided judiciously by the EIC.
- E.** More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-
- a) Force Majeure as defined at 6.4(A);
 - b) Abnormally bad weather.
 - c) Non-availability of stores which are the responsibility of the company to supply as per contract.
 - d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
 - e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
 - f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
 - g) The execution of any modified or additional items of work or excess quantity of work.
 - h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor
 - i) Delay caused by any written instruction of the Engineer in Charge.
 - j) Any circumstances which are wholly beyond the control of the contractor and unavoidable
 - k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:
 - i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
 - ii. 25% of the time calculated in i) above or such further additional time as may be considered reasonable by the Engineer -in -Charge.
 - l) Portion of Concurrent delays as decided judiciously by the EIC
- F. HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances encountered during the course of execution.
- Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.
- G.** Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(E&M)/HOD for HQ works and Area GM for area works as per provision of clause 6.4.1 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of MCL.

6.4.1 General Principles for Granting Extension of Time

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

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

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

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

v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

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

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

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

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

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

vii) Deleted

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

ix) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(E&M)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to CMD, MCL.

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

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

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

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

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

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

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

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

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per CI 6.4.1(x) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

xiii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

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

7. Quality Assurance - Materials and Workmanship

7.1 The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such instructions/ directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

7.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

7.3 The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

7.4 Access to the works: The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

7.5 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in - charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

7.6 Site Order Book: A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

7.7 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

8. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

8.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

8.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

8.3 Before taking 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 measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book/Log Book and signed and dated by both the parties.

8.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

8.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

8.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

8.7 Payments: The running on account payments may be made once in a month.

8.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

8.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's 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 security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(E&M) of the company and/or the Staff Officer(E&M) of the Area may authorize interim payment for excess work done up to 20% of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

c) Extra items of work executed will be paid on specific written authorization of GM(E&M) of the company or Staff Officer (E&M) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate/revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract/final measurements of the work certified by the Engineer In Charge or his representative.

8.7.03 The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The final payment to be made will also be subject to Clause-4.4 & 4.5 of the General Terms & Conditions of the contract.

8.7.04 Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.

8.7.05 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of Disputes Resolution or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

8.7.06 The contractors are required to execute all works satisfactorily and according to the specifications/scope of work laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/HoD(E&M) of the company in this case or any other officer nominated by GM/HoD(E&M) for the purpose.

8.7.07 Payment Stage: The payment stage involved will be as under,

- i. Signature of Subordinate Engineer(E&M)/ EA(E&M)/ Sr. Overseer(E&M) / Overseer(E&M) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii. Signature of Sr. Officer (E&M)/ Asst. Manager (E&M) with appropriate check measurements in the MB's and the bill form.
- iii. Signature of Dy. Manager (E&M)/ Manager (E&M) with appropriate check measurements in MB's and the bill form.
- iv. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

(In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

8.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

8.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work- order.

9 Termination, Cancellation, Suspension and Foreclosure of Contract

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, and whether the date of completion has or has not elapsed, by a two weeks show cause notice in writing if the contractor:-

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

Or

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

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

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

Or

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

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

9.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors 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 contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:

a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.

b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

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

Or

ii) 20% of value of incomplete work excluding GST. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates (excluding GST) including price variation (excluding GST) as applicable on the date, when notice in writing for termination of work was issued to the contractor.

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

9.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in-charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carryout the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

9.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

9.4.01 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 amounts payable in terms of clauses 9.4(a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

10. Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Note: In this case, the provisions like SPLT (Refer Clause No. 4.01.11 of Part I of MCEW) may be resorted to by MCL.

11. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules,1971, Minimum Wages Act, Workmen Compensation Act,

Payment of Bonus Act 1965 etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

- i) Project information, giving the broad features of the contract.
- ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- iii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- iv) Plant and machinery statement, indicating those deployed in the work, and their working status.
- v) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
- vi) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- vii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- viii) Any hold-up shall be specified.
- ix) Dispute, if any, shall also be highlighted.
- x) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

ix) The contractor/contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

x) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xi) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

xii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiii) The contractor/contractors shall not pay less than the wages fixed (notified and prevalent during execution of the work for mining activity i.e. operation, maintenance, cleaning part of the subject job, as per policy decision of the Company/CIL valid from time to time) i.e. JC/HPC wages in respect of his employees of different categories.

The contractor/contractors shall not pay less than the minimum wages to the labourer engaged for security of the plant by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

The contractor/contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

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

The contractors' workers engaged through this contract whose salary/wages exceeds Rs. 21,000/- per month, will also be entitled to receive "Performance Linked Incentive (PLI) for Contractors' Workers" which shall be 8.33 per cent of the salary or wage earned by them during the accounting year.

Payable statutory payments like PF & ESI or CMPF & CMPS contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment. Such payments shall not be included in the Contract Value.

xiv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

xv) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any

royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

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

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

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

b) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

c) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums

as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 11(xvi) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xvii) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xviii) The contractor shall, in connection with works, provide and maintain, at his own cost, security guards, when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xix) Unless otherwise specifically provided for, dewatering of working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xx) The contractor shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by Mahanadi Coalfields Limited.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.15.00(fifteen) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Contractor.

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

xxi)

A) Wages for manpower engaged for Operation, maintenance, cleaning of the plant:

The Contractor shall not pay less than the wages for different categories of Contractors' workers engaged in mining activities (i.e. JC/HPC wages) as communicated by CIL, and subsequent Office Orders issued on the subject from time to time.

B) Wages of manpower engaged for security:

The contractor/contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or

such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

12. Operating and Maintenance Manual:

If "as built" drawings and/or Operating and Maintenance Manual of equipment/system are required, the same shall be supplied to the contractor by the Engineer-in-charge as per availability.

13. Disputes Resolution.

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

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

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

Excepted Matters

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

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2. Issues related to the pre-award tender process or conditions.

3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.

4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c) Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

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

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to

courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation

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

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.

2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).

3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

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

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

Mediation

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

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

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

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

i.A retired judge.

ii.A retired high-ranking officer and/ or technical expert.

2. In cases where a HLC is constituted, the Company may either

i.negotiate directly with the other party and place a tentative proposed solution before the HLC or

ii.conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or

iii.use the HLC itself as the mediator.

3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.

4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.

5. Deleted

6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

2. Within 30 days of receipt of the "Notice of Mediation", the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

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

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

(vi) The Process:

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

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

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

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

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

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

iv. any other mediation communication.

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

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually

acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

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

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

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

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

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

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

15.0 Guidelines on Debarment of firms from Bidding

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - xv) False declarations w.r.t Make in India Order.
 - xvi) In case of supply of substandard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

Note: "Company" means a company incorporated under Company's Act 2013 or under any previous company law.

9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases,

endeavour should be to pragmatically analyse the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.

12. **Approving Authority:** The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of MCL, then the Competent Authority for debarment shall be CMD of MCL.
 - b) In case the Accepting Authority of the work is up to the level of Director of MCL, then the Competent Authority for debarment shall be Director of MCL.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of MCL. In case the debarment is done with the approval of CMD of MCL then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.

All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of MCL/ Application Admin of eprocurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

1. Mobilization Advance

- i) No mobilization advance is payable for works whose estimated value is less than Rs.10 Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by MCL.
- ii) In the case of turnkey work whose estimated value is more than Rs.10 Cr and above a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued more than Rs.10 Cr and above mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.
- v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.
- vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery installments and shall be equivalent to 110% of the amount of each installment.
- viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.
- ix) Mobilization advance will be given in installments and subsequent installments will be released after getting satisfactory utilization Certificate from the contractor for the earlier installments.
- x) Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

2. Application of Price Variation Clause.

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is less than one year.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
- d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company.

2.1 Escalation/ De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula :

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

Where :

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

L₀ = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to L₀ during the period to which the escalation/de-escalation relates.

2.2 Escalation /De-escalation on Materials: The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$V_m = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

V_m = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

M_0 = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

2.3 Escalation/ De-escalation on POL : The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$V_f = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

V_f = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

F_0 = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

2.4 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the

cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than one year.

2.6 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.
- iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

Table – 1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works:

Sl. No.	Particulars	A% (Labour Component)	B% (Material Component)	C% (POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

Special terms and conditions:

SECTION: SCOPE OF WORK (SOW) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR SERVICING, REPAIRING, AND MAINTENANCE OF LIFTS/ELEVATORS

1. GENERAL OBJECTIVE & SCOPE

1.1 The comprehensive scope of work involves the complete servicing, repairing, and maintenance of lifts (elevators) installed at the buyer's premises.

1.2 The contractor shall be completely responsible for maintaining the lifts in a healthy, safe, and fully operational condition at all times during the contract period.

1.3 The CAMC encompasses planning and executing preventive maintenance at regular intervals, attending to routine maintenance activities, and ensuring prompt resolution of breakdown maintenance.

1.4 The core activities shall cover:

- Preventive maintenance
- Breakdown maintenance
- Routine monitoring
- Testing of lifts

1.5 All activities shall be executed strictly in accordance with the standard checklist provided by the User/Buyer Department and based on specific site requirements.

2. STATUTORY & CONTRACTUAL OBLIGATIONS OF THE CONTRACTOR

2.1 **Lubrication:** The contractor shall replenish gearbox oil and motor bearings with suitable, high-grade lubricants (e.g., Johnson lubricants or equivalent Gol-approved standard) whenever required.

2.2 Component Optimization: The contractor must ensure that all mechanical and electrical components of the lifts are rigorously checked, cleaned, and lubricated to maintain optimal performance and longevity.

2.3 Annual Safety Testing: Annual safety tests shall be mandatorily conducted by the contractor to examine and certify all safety devices in strict accordance with prescribed national/international statutory lift regulations.

2.4 Comprehensive Rectification & Replacement Clause (Catch-All): *Any other maintenance work, rectification, or replacement of parts not explicitly mentioned in this scope of work but deemed necessary at the time of maintenance or breakdown to restore the lift to a fully functional and safe condition, shall be considered an integral part of this CAMC. The contractor shall execute such rectifications and replacements without any extra charges or financial implications to the buyer.*

3. MONTHLY MAINTENANCE & INSPECTION SCHEDULE The monthly servicing, inspection, and preventive maintenance regime shall mandatorily include the following tasks:

3.1 Cleaning Activities:

- Thorough cleaning of the Machine Room, Control Panels, Gearbox, Lift Doors, Car Top, Field Switches, Push Buttons, Junction Boxes, and Lift Pit & other components as required.

3.2 Functional Checking, Cleaning, and Adjustment:

- Comprehensive checking and adjustment of Field Switches, Door Contacts, Door Sensors, Push Buttons, Power Contactors, and Drive Units.

3.3 Wiring & Electrical Maintenance:

- Ensuring absolute tightness of control wiring, power cables, and terminal connections.
- Immediate replacement of defective spares and electrical components wherever necessary.

3.4 Lubrication and Mechanical Checks:

- Verification of gearbox oil level and executing replacement/top-up as required.
- Proper lubrication of pulleys and guide rails.
- Greasing of all related motors.
- Rigorous checking and alignment/adjustment of lifting ropes (both car and counterweight).

3.5 Safety Systems Inspection:

- Thorough checking of the overspeed governor and all associated safety locking devices to prevent free-fall or over-speeding.

3.6 Performance & Calibration Checks:

- Verification and fine-tuning of travel properties, including leveling and stopping accuracy at all landings.

3.7 Electrical & Safety Equipment Verification:

- Visual and functional checks of all limit switches, floor displays, car lighting systems, and secondary safety devices.

3.8 Door System Mechanics:

- Detailed inspection of all car doors, landing doors, mechanical locks, and interlocking circuits.

3.9 Emergency Response Systems:

- Testing of emergency alarm circuits and Automatic Rescue Devices (ARD).
- Ensuring proper functioning and immediately reporting any critical defects to the User Department & resolve to take the corrective action.

3.10 Miscellaneous Activities:

- Any other related maintenance work required for ensuring the absolute safe, efficient, and smooth operation of the lifts.

Lift CAMC – Preventive Maintenance Checklist, Breakdown
Rectification Timeframes & Penalty Clause

1. Preventive Maintenance Checklist.

Sr. No.	Area / Item	Maintenance Activity	Frequency	Acceptance Criteria / Record
1	Machine Room Cleaning	Remove dust, oil, debris; clean ventilation	Monthly	Area clean, no oil accumulation; dust ingress noted
2	Control Panel	Tighten terminals, inspect relays/contactors, clean contacts	Monthly	No loose terminals; torque checks recorded
3	Gearbox	Check oil level, leaks, top-up/change oil	Monthly	Oil level within limits; no leakage
4	Drive Unit / VVVF	Check connectors, mounting, cooling fins, fault logs	Monthly	No abnormal vibration/faults
5	Motors & Bearings	Greasing, temperature and noise inspection	Monthly	Temperature within OEM limit
6	Lifting Ropes & Fastenings	Inspect wear, lubrication, tension	Monthly	No broken strands; rope wear within permissible limit
7	Guide Rails & Shoes	Cleaning, lubrication, alignment	Monthly	Smooth movement without scoring
8	Door System	Check tracks, rollers, sensors, contacts	Monthly	Smooth operation; safety sensors functional
9	Field Switches & Interlocks	Functional testing and adjustment	Monthly	Reliable operation without intermittent fault
10	Push Buttons & Indicators	Inspect buttons, indicators, labels	Monthly	All displays and buttons operational
11	Governor & Safety Gear	Inspection, lubrication, test trip	Quarterly	Safety mechanism functional
12	Buffer & Pit	Clean pit, inspect buffers,	Monthly	Pit clean and dry

		oil leakage		
13	Emergency Systems	Test alarm, ARD, intercom/telephone	Monthly	Emergency systems operational
14	Electrical Wiring & Earthing	Insulation and earthing checks	Quarterly	Earthing resistance within standard limits
15	Lighting & Ventilation	Check fans, airflow, lighting	Monthly	Adequate ventilation and illumination
16	Brake System	Inspect brake wear and torque	Quarterly	Brake holding as per specification
17	Stopping Accuracy & Leveling	Check leveling accuracy	Monthly	±10 mm or OEM standard
18	Documentation & Signage	Update logs, stickers, load plates	Monthly	Records updated and legible
19	Spare Parts Replacement	Replace minor consumables/spares	Monthly	Spare issuance recorded
20	Annual Full Safety Test	Load test and statutory safety inspection	Annual	Test certificate issued

2. Detailed Monthly Maintenance Checklist:

Area	Detailed Activity
Machine Room	Check lubrication points, ventilation filters, oil leakage, loose covers
Control Panel	Isolate power, tighten terminals, inspect contactors/relays, clean dust
Gearbox	Verify oil grade, inspect oil quality, check metal particles
Motors	Infrared temperature check, bearing noise inspection, greasing
Lifting Ropes	Measure rope diameter, inspect corrosion and lubrication
Guide Rails & Shoes	Clean rails, inspect clearance and replace worn shoes
Doors	Inspect door locks, rollers, tracks, safety edge and switches
Emergency Systems	Simulate alarm and ARD operation
Pit & Buffers	Check drainage, clean pit, inspect buffer preload/travel
Record Keeping	Update maintenance register and pending spares list

3. Breakdown Classification, Response & Rectification Timeline

Priority	Definition / Examples	Response Time	Rectification Time	Penalty Trigger
P1 – Emergency	Passenger trapped, safety failure, free-fall risk	Within 1 Hour	Restore within 4 Hours	Penalty after 4 Hours
P2 – High	Lift not serving floors, repeated stoppage, door malfunction	Within 4 Hours	Restore within 24 Hours	Penalty after 24 Hours
P3 – Normal	Indicator failure, minor noise, intermittent issue	Within 24 Hours	Restore within 72 Hours / Next Visit	Penalty after 7 Days

4. Spares & Consumables Management

Clause	Requirement
5.1	Contractor shall maintain minimum critical spare inventory at site
5.2	Procurement lead time for non-stock items shall be communicated to Buyer
5.3	Delays due to non-availability of contractor-managed spares may attract penalties
5.4	All spare consumption shall be recorded in maintenance register

5. Penalty / Liquidated Damages Clause

Situation	Measurement Basis	Penalty
P1 Downtime Beyond Target	Per hour beyond 4 hours	0.5% of monthly CAMC value per hour (Max 10% per incident)
P2 Downtime Beyond Target	Per day beyond 24 hours	0.25% of monthly CAMC value per day (Max 10% per incident)
P3 Downtime Beyond Target	Beyond 7 days unresolved	0.1% of monthly CAMC value per day (Max 5%)
Repeated Failures	More than 3 P1 or 5 P2 incidents in rolling 6 months	Additional 10% of quarterly CAMC value

Failure to Maintain Spares	Non-availability causing delay	Up to 5% monthly CAMC value
Annual Safety Test Failure	Due to contractor negligence	5% of annual CAMC value + rectification within 30 days

6. Contractor Reporting & Compliance Requirements:

Requirement	Details
Maintenance Reports	Weekly/Monthly reports with visit details and observations
Job Cards	Signed and stamped job cards mandatory
Safety Reporting	Critical defects to be reported immediately and in writing within 24 hrs
Acceptance Testing	Major rectification testing to be witnessed by Buyer
Third-Party Inspection	Buyer may appoint independent inspector at contractor's cost if negligence found

7. Minimum Critical Spare Parts List for CAMC:

Sr. No.	Item	Typical Quantity per Lift	Remarks
1	Control Fuses & MCBs	5 Sets	Frequently replaced items
2	Door Contact Assemblies	2 Sets	Critical operational spare
3	Push Buttons	5 Sets	Car & landing buttons
4	Contactors & Relays	2 Each	Frequent electrical fault items
5	Brake Linings/Shims	1 Set	Wear-related replacement
6	Governor Rope / Safety Components	1 Set	Safety critical spare
7	Limit Switches	2 Sets	Landing & door switches
8	Bulbs / LED Displays	10 Nos.	Display and lighting spare

8. Recommended Documentation.

Document	Purpose
Preventive Maintenance Register	Daily/monthly maintenance record
Breakdown Logbook	Complaint and rectification tracking
Spare Consumption Register	Inventory management
Safety Test Certificate	Annual compliance record
Technician Attendance Sheet	Site manpower verification

**विभागाध्यक्ष (वि एवं यां)/Staff Officer (E&M)
लखनपुर क्षेत्र /Lakhanpur Area
{निविदा संयोजक प्राधिकारी / Tender Inviting Authority}**

SAFETY CODE

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ "") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit;

action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
 - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.
 - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the

condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING
SUBMISSION OF BID ONLINE**

“Letter of Bid”

To
The Tender Inviting Authority
Mahanadi Coalfields Limited

Sub. : Letter of Bid for the work **“Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years.”**

Ref.: 1. NIT No.: MCL/LKPA/E&M/GeM Tender/2026-27/NIT-73 Dated: 28.05.2026

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against MCL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Mahanadi Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Mahanadi Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” OR to act as specified in the NIT.

UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

UNDERTAKING

I/We solemnly declare that:

1. I/We am/are submitting Bid for the work, "**Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years**", and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We or any of my/our affiliate has/have not participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
7. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and debarment of our firm and all partners of the firm etc. from bidding as per the tender document.

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY

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 commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) for a sum of Rs.....as security for due compliance and performance of the terms and conditions of the said contract.

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

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, 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 there under, 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 Disputes Resolution 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 Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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.....

- a) The Bank Guarantee shall also be operative at our Branch located at (detailed address), from whom, confirmation regarding issue of this guarantee or extension/ renewal thereof shall be made available on demand.
- b) Any notice by way of request, demand or otherwise hereunder may be sent by post/ e-mail/ Fax addressed to the bank branch/ operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.
- c) The Complete Postal address with PIN Code, Branch Code, IFSC Code, SWIFT, Telephone No., FAX No. and E-mail ID of both outstation bank issuing the BG and Local operating Branch of the Bank issued the BG are as under:-

Sl No.	Particulars	Outstation Bank Issuing the Bank Guarantee	Local Operating Branch of the Bank Issued the Bank Guarantee
1	Complete Postal Address with PIN Code		
2	Branch Code		
3	IFSC Code		
4	SWIFT		
5	Telephone No.		
6	Fax No.		
7	e-mail ID		

- d) Whenever there is change in postal address and/ or other details of this branch issued the guarantee and/or the operative branch, we (the issuing bank) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Note: (i) Bank Guarantees issued by outstation Banks shall be operative at their local branch.

(ii) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

(iii) MCL has chosen State Bank of India and ICICI Bank to act advising/ beneficiary bank of MCL. The bank issuing the guarantee can chose either of these bank to send confirmation through SFMS.

(iv) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

A. ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	Lakhanpur Area
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	367905000071
		v.	Department	E&M Department, Lakhanpur Area
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Telenpali
		iii.	Branch Code	003679
		iv.	Beneficiary Bank Branch IFSC	ICIC0003679
		v.	Beneficiary Bank Address	ICICI Bank Ltd, Telenpali, Near Panchayat Office, Jharsuguda-768234
		BG issuing bank need to mention the code 'MCL551163793' in field no 7037 of IFN760COV/IFN767COV, so as to enable the email id's tagged with the account to receive BG Confirmation through online mode.		

- (v) The Supplier/ Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- (vi) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to ICICI Bank, Telenpali, Jharsuguda (IFSC- - ICIC0003679), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- (vii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at Jharsuguda to aid in process of confirmation as well as claim for encashment of Bank Guarantee.
- (viii) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post/ Registered Post (AD).

PROFORMA FOR EXECUTION OF AGREEMENT.
STAMP PAPER
(of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...) and Safety Code
 - iii) Schedule-B The probable Quantities and Amount (Pageto ...)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G./NEFT/RTGS other form (details to be furnished).

- 5) The said contractor hereby covenants with the company that the Company shall deduct at 5% of R/A Bills excluding GST as Retention Money (2nd part of security deposit) as per the terms and condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature
Address :
Occupation :

Signed by Srion behalf of Signature
(Name of Company) in presence of -

1. Name : Signature

2. Address:

ANNEXURE-V

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

1. Name of the Bidder :
2. Address of the Bidder :
-
- City..... Pin Code.....
- E-mail Id
- Permanent Account Number
3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT/RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :
Date :

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp
Date :

(Signature of the Authorised official from the Bank)

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID
SECURITY DEDUCTED @5% FROM RUNNING BILL
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED
ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY
DEDUCTED @ 5% FROM RUNNING BILL**

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 commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) for a sum of Rs.....as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

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

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, 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 Disputes Resolution proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the

said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

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

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

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

* the date of guarantee shall cover a minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

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.....

- a) The Bank Guarantee shall also be operative at our Branch located at (detailed address), from whom, confirmation regarding issue of this guarantee or extension/ renewal thereof shall be made available on demand.
- b) Any notice by way of request, demand or otherwise hereunder may be sent by post/ e-

mail/ Fax addressed to the bank branch/ operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

- c) The Complete Postal address with PIN Code, Branch Code, IFSC Code, SWIFT, Telephone No., FAX No. and E-mail ID of both outstation bank issuing the BG and Local operating Branch of the Bank issued the BG are as under:-

SI No.	Particulars	Outstation Bank Issuing the Bank Guarantee	Local Operating Branch of the Bank Issued the Bank Guarantee
1	Complete Postal Address with PIN Code		
2	Branch Code		
3	IFSC Code		
4	SWIFT		
5	Telephone No.		
6	Fax No.		
7	e-mail ID		

- d) Whenever there is change in postal address and/ or other details of this branch issued the guarantee and/or the operative branch, we (the issuing bank) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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 Sambalpur payable at Sambalpur”.

Note – (i) Bank Guarantees issued by outstation Banks shall be operative at their local branch.

(ii) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

(iii) MCL has chosen State Bank of India and ICICI Bank to act advising/ beneficiary bank of MCL. The bank issuing the guarantee can chose either of these bank to send confirmation through SFMS.

- (iv) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

A. ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	Lakhanpur Area
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	367905000071
		v.	Department	E&M Department, Lakhanpur Area
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Telenpali
		iii.	Branch Code	003679
		iv.	Beneficiary Bank Branch IFSC	ICIC0003679
		v.	Beneficiary Bank Address	ICICI Bank Ltd, Telenpali, Near Panchayat Office, Jharsuguda-768234
		BG issuing bank need to mention the code 'MCL551163793' in field no 7037 of IFN760COV/IFN767COV, so as to enable the email id's tagged with the account to receive BG Confirmation through online mode.		

- (v) The Supplier/ Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- (vi) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to ICICI Bank, Telenpali, Jharsuguda (IFSC- ICIC0003679), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- (vii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at Jharsuguda
- (viii) to aid in process of confirmation as well as claim for encashment of Bank Guarantee.
- (ix) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post/ Registered Post (AD).

(Applicable for tender value 50 lakhs and above)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, Coal India Limited/Subsidiary Cos. Acting through Shri, Designation of the officer,(hereinafter called the "BUYER"/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... represented by Shri....., Chief Executive Officer(hereinafter called the 'Bidder/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute(name of the Work) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ proprietorship/Joint Venture/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder

and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value excluding GST or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(S)

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 the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Coal India Limited/CMD, Subsidiary Companies.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited/CMD, Subsidiary Companies and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited/CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited/CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited/CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, Coal India Limited/CMD, Subsidiary Companies.

Section 10 – Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a joint venture, this agreement must be signed by all partners or joint venture members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11 – Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12 – Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 – Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1 :
(Name & Address)

Witness 2:
(Name & Address)

Note:

- 1.This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company.
- 2.If the Contractor is a Partnership or a Joint Venture, this agreement must be signed by all partners or JV members.

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorize only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

PROFORMA OF JOINT VENTURE AGREEMENT
(Applicable for tenders having estimated value above Rs 2 crore)

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

This Joint Venture 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 with and sign all
documents/agreements on behalf of M/s (herein after referred to as “.....”)

AND

M/s, having its registered office at
represented by Shri..... (Name and Designation) of M/s
who has power of Attorney to enter into Joint Venture with and sign all
documents/agreements on behalf of M/s (herein after referred to as “.....”)

AND

M/s, having its registered office at
represented by Shri..... (Name and Designation) of M/s
who has power of Attorney to enter into Joint Venture with and sign all
documents/agreements on behalf of M/s (herein after referred to as “.....”)

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

WHEREAS M/s and M/s agreed to form a joint venture in order to join
their forces to obtain best results from the combinations of their individual resources of technical
and management skill, finance and equipment for the benefit of the project and in order to
submit the bid for the work of “Shifting of Pumps over pontoon with starter, cable and valves, universal
joints/ Jetting Hoses attached with pumps during advancement and retreat of pumps of ILBL OCP,
Lakhanpur Area.”, (Name of Company(hereinafter referred to as “the principle Employer”).

The parties hereby enter into this Joint Venture agreement (hereinafter referred to as “Joint
Venture Agreement”) to jointly prepare and submit the bid for the project and in the event of
securing the Project from the Employer, to execute the Project in accordance with the contract
terms and conditions, to the satisfaction of the principal employer.

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

The parties under this agreement have decided to form a joint venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be “.....” (herein after called the “Joint Venture”)

b) The Head office of the Joint Venture shall be located atand the site office will be located at the site of the Project. All communication regarding the Project will be made to Telephone nos.....

c) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

d) The terms of Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.

ii) The contract for the project is not awarded to the Joint Venture.

iii) The Employer cancels the Project

iv) The Project is completed including defect liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) LEAD PARTNER

M/sshall be the Lead Partner of the Joint Venture and is in-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture partners M/s, M/s..... and M/s nominate and authorize Sri (Name and designation) of M/s to sign all letters, correspondence, papers and certificates and to submit the Pre-qualification Application /bid document for and on behalf of the Joint Venture.

In case of submission of bid in GeM portal:

All Joint Venture Partners M/s....., M/s..... & M/s..... authorize M/s..... (the lead partner) to submit the bid on behalf of this Joint Venture for the bidding process and agree that in case of a successful bid the contract shall be executed by this Joint Venture as per contract terms with the employer i.e. Company.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE

Each constituent party of the Joint Venture appoint the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner	Name	Position in the respective company
------------	------	------------------------------------

M/s		
M/s		
M/s		

4) PARTICIPATION SHARE AND WORK RESPONSIBILITIES

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

M/s % (..... Per cent)
M/s % (..... Per cent)
M/s % (..... Per cent)

4.2 The parties shall share the rights and obligations, risk, cost and expenses, working capitals, profit or losses or others arising out of or in relation to execution of the project individually or collectively.

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

5) JOINT AND SEVERAL LIABILITIES

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

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

7) BID SECURITY

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

8) PERSONNEL AND EQUIPMENT

Team of managers/engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the project by each party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a. As between themselves, each party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the project to be clarified subject to the agreement between the parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.

b. if any party fails to perform its obligations described in this agreement during the execution of the project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c. Stepping into the shoes of the existing partner of Joint Venture with all liabilities of the existing partner from the beginning of the contract with the prior approval of MCL.

d. Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e. In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK ACCOUNT

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

11) LIMIT OF JOINT VENTURE ACTIVITIES

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

12) TAXES

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

13) EXCLUSIVITY

The parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the bid for the said project. Each party further 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 shall assign, pledge, sell or otherwise dispose all or part its respective interests in the Joint Venture to all third party without the agreement of the other party in writing.

b. subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

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

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

For.....
Signature
(Name and address)

For
Signature
(Name and address)

For.....
Signature
(Name and address)

(Official Seal)

(Official Seal)

(Official Seal)

Place
Date

Place
Date

Place
Date

Witness signature
.....
(Name and address)

Witness signature
(Name and address)

Witness signature
(Name and address)

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regards shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or

by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

3. Obligations for Proactive Disclosures

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

INVITATION AND DECLARATION FOR NEGOTIATIONS

Invitation for Negotiations

(On letterhead of the procuring entity/ MCL)

Ref. No: _____

Dt: _____

To
M/ s _____

Registered A/ D

Sub: Tender No. ----- opened on -----for the supply of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at..... (time) at..... (venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,

Enclosure:

(Authorised Officer)

(1) Form of Declaration

(2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)
(On Bidder letterhead)

Ref. No: _____

Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the supply of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or
officer authorised to sign
the bid documents
on behalf of the bidder

FORMAT OF REVISED OFFER IN NEGOTIATIONS.

Revised Offer in Negotiations
(On bidder letterhead)

From.....
Full address.....

To

Sir,

Sub: Tender No ----- opened on -----for the supply of -----

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule.....
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, *i. e.*, up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, DISPUTES RESOLUTION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

UNDERTAKING

(To be uploaded by the bidder on his letter head during submission of bid online)

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

1. *Myself/Our Partners/Directors don't has/have any relative as employee of **Mahanadi Coalfields Limited.**

OR

*The details of relatives of Myself/Our Partners/Directors working as employee of Mahanadi Coalfields Limited is as follows:

- a. Name of the employee
- b. Place of posting
- c. Department
- d. Designation
- e. Type of relation-Wife/ Husband/ Father/ Step-Father/ Mother/ Step-Mother/ Son/ Step-Son/ Son's wife/ Daughter/ Daughter's Husband/ Brother/ Step-Brother/ Sister/ Step-Sister.

*** Delete whichever is not applicable.**

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

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

Or

*I / Wehave been debarred or 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.**

4. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 16 of General Terms and Conditions pertaining to Disputes Resolution. **(Applicable for Partnership firm/Joint Venture)**

5. We certify that the works/services offered by us against this tender meet the minimum local content requirement and has local content:

*Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

*Equal to or more than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content)

***Delete whichever is not applicable.**

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate(with UDIN)from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. *I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

*I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

***Delete whichever is not applicable.**

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

***Delete whichever is not applicable**

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc. from bidding as per the tender document.

Note: In case of Partnership firm/Joint Venture, the undertaking must be signed by all partners of the Partnership firm/Joint Venture

Sl. No	Particulars
1	I/We possess the required documents towards PAN as per clause no.8(C) and clause no.9(iii)(1) of NIT.
2	I/We possess the required documents as per clause no. 8(D) (i.e. Goods and Service Tax) of Eligibility Criteria and clause no.9(iii)(2) of NIT.
3	I/We possess the required documents towards Legal Status as per clause no.8(G) and clause no.9(iii)(3) of NIT.
4	I/We possess the required document indicating percentage of local content as per clause no. 8(F) of Eligibility Criteria and clause no.9(iii)(6) of NIT.
5	I/We possess the required document indicating Working Experience as per clause no. 8(A) of Eligibility Criteria and clause no.9(iii)(4) of NIT.
6	I/We have gone through and unconditionally ACCEPT all clauses of Letter of Bid (Annexure-I), Undertaking regarding Genuineness of the information (Annexure-II), and Integrity Pact (Annexure- VII) of NIT.
7	I/We possess the required Valid Electrical Contractor's License issued by Electrical Licensing Board/ Authority of any Indian state/UT as per clause no.8(E) and clause no.9(iii)(5) of NIT.

BOQ/ PRICE BREAKUP FORMAT

Name of the Work: "Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years."

Name of the Bidder- _____

NIT No.: MCL/LKPA/E&M/GeM Tender/2026-27/NIT-73

Dated: 28.05.2026

GST status of Bidder - _____

(GST Registered Bidder under regular scheme/ GST Registered Bidder under composition scheme/GST unregistered Bidder)

PRICE BREAK-UP

PRICE BREAK-UP							
				Departmental Estimate		Offered Price of bidder	
Sl. No.	Item Description	Quantity	Units	Departmental Estimated Unit Rate (in Rs)	TOTAL AMOUNT in Rs.	Rate per unit in ₹	Total Amount in ₹
1	2	3	4	5	6	7	8
1.00	Charges for rectification of Lift No-J1564 installed at Lakhanpur Hospital						
2.00	12" CABIN FAN REGULAR BLACK GUARD AND SILVER COLOUR BLADE (REMI)	2	NOS	2198.73	4,397.46		
3.00	SCREEN SENSOR WECO917B, 220V,212 BEAMS	1	NOS	20229.66	20,229.66		
4.00	SP2 MOTHER BOARD WITH FINDER RELAY AND FCI CONNECTOR	1	NOS	43537.29	43,537.29		
5.00	HOOK ASSEMBLY- R.H. (POD -VALANCE PLATE ASSY- SCHMERSAL SWITCH) 26-08-CO-8-02-00-BD	6	NOS	2708.90	16,253.40		
6.00	HOOK ASSEMBLY- R.H. (POD -VALANCE PLATE ASSY- SCHMERSAL SWITCH) 26-08-CO-7-02-00-BD	6	NOS	2708.90	16,253.40		
7.00	LOGIC BOARD FOR JOHNSON MAKE	1	NOS	14512.71	14,512.71		

	(C)ARD 25 PIN SUITABLE FOR 18AH BATTERY						
8.00	DOOR LIMIT SWITCH WITH 2 NO 2 NC PSRL-L-2	1	NOS	1548.31	1,548.31		
9.00	DOOR LIMIT SWITCH WITH 2 NO 2 NC PSRL-R-2	1	NOS	1548.31	1,548.31		
10.00	OIL COLLECTOR BOTTOM PLATE	4	NOS	114.41	457.64		
11.00	OIL COLLECTOR, MATERIAL - PPCP FR	4	NOS	211.02	844.08		
12.00	BEARING OIL (APCOT 150)	2	LTRS.	290.25	580.50		
13.00	DOOR MOTOR BELT(SMALL)- FENNER POWERFLEX COGGED V BELT AX44	1	NOS	633.05	633.05		
14.00	DOOR MOTOR BELT(BIG)- FENNER POWERFLEX COGGED V BELT AX65	2	NOS	870.76	1,741.52		
15.00	DOOR DRIVE - VVVF	1	NOS	27089.83	27,089.83		
16.00	SINGLE PHASE PREVENTER WITH TWO CHANGE OVER CONTACTS GIC- MG53BQ	1	NOS	2709.32	2,709.32		
17.00	BATTERY 12V-2.5AH (AMARON or equivalent)	1	NOS	1583.05	1,583.05		
18.00	BATTERY 12V-18AH (AMARON or equivalent)	4	NOS	3667.58	14,670.32		
19.00	PICKUP SKATE FIXED UNIT (ALU.) 25-08- CO-7-02-1	2	NOS	2708.90	5,417.80		
20.00	SP2 CAR BOARD WITH FINDER RELAY AND WEGO CONNECTOR	1	NOS	23219.49	23,219.49		
21.00	THREE WAY INTERCOM(PRESS AND SPEAK) SPEAKER BH123/Z	1	NOS	1442.37	1,442.37		
22.00	THREE WAY INTERCOM(PRESS AND SPEAK) HANDSET BH123/M	1	NOS	2128.81	2,128.81		

23.00	HORIZONTAL ORANGE SQUARE DOT MATRIX DISPLAY SG1004	3	NOS	5031.07	15,093.21		
24.00	POWER BOARD FOR JOHNSON MAKE © UPS	1	NOS	25155.08	25,155.08		
25.00	LABOUR CHARGES	1	LS	13193.22	13,193.22		
26.00	Charges for rectification of Lift No-J1565 installed at Lakhanpur Hospital				0.00		
27.00	12" CABIN FAN REGULAR BLACK GUARD AND SILVER COLOUR BLADE (REMI)	2	NOS	2198.73	4,397.46		
28.00	SCREEN SENSOR WECO917B, 220V,212 BEAMS	1	NOS	20229.66	20,229.66		
29.00	SP2 MOTHER BOARD WITH FINDER RELAY AND FCI CONNECTOR	1	NOS	43537.29	43,537.29		
30.00	HOOK ASSEMBLY- R.H. (POD -VALANCE PLATE ASSY- SCHMERSAL SWITCH) 26-08-CO-8-02-00-BD	6	NOS	2708.90	16,253.40		
31.00	HOOK ASSEMBLY- R.H. (POD -VALANCE PLATE ASSY- SCHMERSAL SWITCH) 26-08-CO-7-02-00-BD	6	NOS	2708.90	16,253.40		
32.00	LOGIC BOARD FOR JOHNSON MAKE (C)ARD 25 PIN SUITABLE FOR 18AH BATTERY	1	NOS	14512.71	14,512.71		
33.00	DOOR LIMIT SWITCH WITH 2 NO 2 NC PSRL-L-2	1	NOS	1548.31	1,548.31		
34.00	DOOR LIMIT SWITCH WITH 2 NO 2 NC PSRL-R-2	1	NOS	1548.31	1,548.31		
35.00	OIL COLLECTOR BOTTOM PLATE	4	NOS	114.41	457.64		
36.00	OIL COLLECTOR, MATERIAL - PPCP FR	4	NOS	211.02	844.08		

37.00	BEARING OIL (APCOT 150)	2	LTRS.	290.25	580.50		
38.00	DOOR MOTOR BELT(SMALL)- FENNER POWERFLEX COGGED V BELT AX44	1	NOS	633.05	633.05		
39.00	DOOR MOTOR BELT(BIG)- FENNER POWERFLEX COGGED V BELT AX65	2	NOS	870.76	1,741.52		
40.00	DOOR DRIVE - VVVF	1	NOS	27089.83	27,089.83		
41.00	SINGLE PHASE PREVENTER WITH TWO CHANGE OVER CONTACTS GIC-MG53BQ	1	NOS	2709.32	2,709.32		
42.00	BATTERY 12V-2.5AH (AMARON or equivalent)	1	NOS	1583.05	1,583.05		
43.00	BATTERY 12V-18AH (AMARON or equivalent)	4	NOS	3667.58	14,670.32		
44.00	PICKUP SKATE FIXED UNIT (ALU.) 25-08-CO-7-02-1	2	NOS	2708.90	5,417.80		
45.00	SP2 CAR BOARD WITH FINDER RELAY AND WEGO CONNECTOR	1	NOS	23219.49	23,219.49		
46.00	THREE WAY INTERCOM(PRESS AND SPEAK) SPEAKER BH123/Z	1	NOS	1442.37	1,442.37		
47.00	THREE WAY INTERCOM(PRESS AND SPEAK) HANDSET BH123/M	1	NOS	2128.81	2,128.81		
48.00	HORIZONTAL ORANGE SQUARE DOT MATRIX DISPLAY SG1004	3	NOS	5031.07	15,093.21		
49.00	POWER BOARD FOR JOHNSON MAKE © UPS	1	NOS	25155.08	25,155.08		
50.00	LABOUR CHARGES	1	LS	13193.22	13,193.22		

51.00	CAMC FOR 1ST YEAR OF JOHNSON MAKE LIFTS SL. NO. J1564 & J1565 INSTALLED AT LAKHANPUR AREA HOSPITAL	2	LS	182000.00	3,64,000.00		
52.00	CAMC FOR 2ND YEAR OF JOHNSON MAKE LIFTS SL. NO. J1564 & J1565 INSTALLED AT LAKHANPUR AREA HOSPITAL	2	LS	194740.00	3,89,480.00		
Subtotal					12,61,959.66		
BOCW CESS @1%					12,619.60		
Total GST @18%					2,27,152.74		
GRAND Total value including GST@18% & BOCW cess @1%					15,01,732.00		

SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE.

(For reference purpose only).

The Work Experience Certificate issued by the Employer (Principal Employer as applicable) should contain the following important parameters:

1. Name of the work: (should be as per similar nature work and should be matching with the name of work mentioned in Work Order or Agreement).
2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (If applicable)
5. Name of Contractor: (In case of a JV, Share of each JV Partner).
6. Name & Address of Employer/Work Order issuing authority of experience.
7. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)])
8. Executed Value of Work: (Should be for the period as declared at Point No. 7 above)

NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days) should be at least 50% of the Annualized value or estimated value whichever is less.
2. In case of JV, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.

ANNEXURE-XVI

SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE.

(FOR REFERENCE PURPOSE ONLY)

The working capital certificate issued by CA should contain the following important parameters:

1. Name of the Bidder:
2. Amount of available Working Capital inclusive of lines of credit and availability of other financial resources:

Sl. No.	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

3. Date on which bidder possess working capital: (Should be within 03 (three) months prior to the scheduled date of opening of tender as mentioned in the bid document at the time of floating of Tender).
4. Name of Chartered Accountant (CA) with Membership No.:
5. Date of issue of certificate:
6. Certificate should be issued by Practicing CA (having membership No.) containing valid UDIN No.

Note:

1. Access to line of credit and availability of other financial resources shall imply the Net availability of funds* towards Working Capital, as on the date on which bidder possesses working capital.

* The net availability of funds is the availability of unutilized fund.

2. In case of JV Bidder needs to submit the working capital certificate of individual partners and the requirement of Working Capital shall be met as per following proportion:
 - i. The lead member shall have to possess at least 50% share in the required working capital in order to qualify in this tender.
 - ii. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Available WORK EXPERIENCE DETAILS

To,
The Tender Inviting Authority (TIA),
Lakhanpur Area.

Name of the work: Rectification and CAMC Contract of 02 nos. Lifts installed at Lakhanpur Hospital, Lakhanpur Area, MCL for 02 years.”

NIT No.: MCL/LKPA/E&M/GeM Tender/2026-27/NIT-73

Dated: 28.05.2026

Estimated Cost of Work (including GST) (Put to Tender)/	Rs. 15,01,732.00
Annualized/Estimated value of work in Rs.	Rs. 7,50,866.00
Required Experience Value (as per Cl.no.8(A) of Tender document	Rs. 3,75,433.00

The following information is to be provided by the bidder:**Table (A)**

Start Date of Qualifying Experience	End Date of Qualifying Experience	Remarks
		Furnish any year (consecutive 365 days) during last 7 years as per clause no. 8(A) of NIT. (i.e. From Dt-01.05.2019 to Dt-30.04.2026). The end date of qualifying experience is to be calculated by adding 365 days to the start date of qualifying experience.

Table (B)

Sl. No.	Name of the Work	Work Order/Agreement No.	Share of each experience %	Name & Address of employer	Start date of work experience	End date of work experience	Executed Value of Work Experience (in Rs.)

Note: Start date and end date of work experiences mentioned in table (B) should fall within the period of Qualifying experience mentioned in Table (A).

Available Working Capital Details

To,
The Tender Inviting Authority (TIA),
Lakhanpur Area.

Name of the work:.

NIT No.:

Estimated Cost of Work (including GST) (Put to Tender)	
---	--

The following information is to be provided by the bidder:

Sl. No.	Name of Chartered Accountant (CA)	CA Membership Number	UDIN no. of working capital certificate issued by CA	Working Capital in Rs.	Date of possession working capital	Date of issue of Certificate

In case the Bidder is a joint Venture, the above information in respect of each individual partner of JV may be furnished and the working capital of the JV will be assessed by adding the information furnished. Further, the requirement of Working Capital shall be met as per following proportion in order to qualify:

- a. The lead member shall have to possess at least 50% share in the required Working Capital.
- b. All other members shall have to possess at least 25% share in the required Working Capital.

ANNEXURE-XIX

PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST

MONEY

M/s Mahanadi Coalfields Limited,
P.O. : Jagruti Vihar, Burla, Sambalpur
– 768020(Orissa)

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 fulfilment 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 to as 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)

- a) The Bank Guarantee shall also be operative at our Branch located at (detailed address), from whom, confirmation regarding issue of this guarantee or extension/ renewal thereof shall be made available on demand.
- b) Any notice by way of request, demand or otherwise hereunder may be sent by post/ e-mail/ Fax addressed to the bank branch/ operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.
- c) The Complete Postal address with PIN Code, Branch Code, IFSC Code, SWIFT, Telephone No., FAX No. and E-mail ID of both outstation bank issuing the BG and Local operating Branch of the Bank issued the BG are as under:-

SI No.	Particulars	Outstation Bank Issuing the Bank Guarantee	Local Operating Branch of the Bank Issued the Bank Guarantee
1	Complete Postal Address with PIN Code		
2	Branch Code		
3	IFSC Code		
4	SWIFT		
5	Telephone No.		
6	Fax No.		
7	e-mail ID		

- d) Whenever there is change in postal address and/ or other details of this branch issued the guarantee and/or the operative branch, we (the issuing bank) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Note: (i) Bank Guarantees issued by outstation Banks shall be operative at their local branch.

(ii) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

(iii) MCL has chosen State Bank of India and ICICI Bank to act advising/ beneficiary bank of MCL. The bank issuing the guarantee can chose either of these bank to send confirmation through SFMS.

(iv) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

A. ICICI Bank as advising bank of MCL

1.	Name and details of the Beneficiary	i.	Name	Mahanadi Coalfields Limited
		ii.	Area	Lakhanpur Area
		iii.	Name of Bank	ICICI Bank
		iv.	Bank Account No.	367905000071
		v.	Department	E&M Department, Lakhanpur Area
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	ICICI Bank
		ii.	Bank Branch Name	Telenpali
		iii.	Branch Code	003679
		iv.	Beneficiary Bank Branch IFSC	ICIC0003679
		v.	Beneficiary Bank Address	ICICI Bank Ltd, Telenpali, Near Panchayat Office, Jharsuguda-768234
		BG issuing bank need to mention the code 'MCL551163793' in field no 7037 of IFN760COV/IFN767COV, so as to enable the email id's tagged with the account to receive BG Confirmation through online mode.		

(v) The Supplier/ Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

(vi) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to ICICI Bank, Telenpali, Jharsuguda (IFSC- - ICIC0003679), as the case may be, to aid in the process of confirmation of Bank Guarantee.

(vii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at Jharsuguda to aid in process of confirmation as well as claim for encashment of Bank Guarantee.

(viii) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post/ Registered Post (AD).
