

	Certificate (DSC)	required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
8.	Local supplier status of the Bidder	(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. (ii) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
9.	<p>(a) Undertaking to be submitted by Bidder/s on his Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility and Bid Security Declaration, as per the format given in the bid document at Annexure II. <i>(In case of JV, Undertaking in the Letter Head of JV)</i></p> <p>(b) In case of partnership firm/Joint Venture, undertaking as per Annexure-X, is also to be submitted and signed by all the Partners of the Partnership Firm / Joint Venture (JV) firm.</p> <p>(c) Duly signed and witnessed Integrity Pact in the prescribed format Annexure-IX. <i>(Note: In case of JV, Integrity Pact shall be signed by all the partners of JV)</i></p> <p>(d) Certificate by Bidder/s on his Letter Head as per the format given at Annexure-XIV is to be uploaded and Valid registration from competent authority (if applicable). <i>(In case of JV, Certificate to be uploaded in the Letter Head of JV)</i></p>	
10.	Letter of Bid by Bidder/s on his Letter Head (As enrolled on the e-Procurement Portal of CIL) as per Annexure-V. <i>(In case of JV, Letter of Bid in the Letter Head of JV)</i>	
11*	Undertaking to be submitted by Bidder/s on his Letter Head stating that the bidder is not a MSE or if the bidder is a MSE then the relevant document as mentioned in clause no. 14(M) is to be submitted. <i>(*Applicable for Service Nature of tenders. So delete/strike out in other tenders)</i>	
12.	Any other document to support the qualification information as submitted by bidder online. Note: If the bidder is not having any document for uploading in this link, a blank document may be uploaded by the bidder.	
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 against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

d. Documents to be uploaded by the bidder in Cover- II

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) only and GST & GST Compensation Cess (if applicable) (to be paid by MCL or by the bidder) will appear as a separate entity. The GST & GST Compensation Cess (if applicable) will be taken by the system based on the status of bidder selected by the bidder during bid

submission and with the predefined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST& GST Compensation Cess (if applicable)) will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items.

System for Decision of L-1 Bidder & Contract Value Calculation:

The L-1 bidder will be decided based on the cost to the Company.

****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 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) .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)

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, 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) . 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)**~~

~~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)**~~

Note: The bidder should select their GST category as per clause no. 8.D of NIT.

10. All bids are to be submitted on-line on the website (<https://coalindiatenders.nic.in>). No bid shall be accepted off-line.
11. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. 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 e-tender system or internet connectivity failures.

12. The e-procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be rejected.
13. Technical Bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificate(DSC) on the prescheduled date and time. All the documents uploaded by bidder(s) including Letter of Bid and the Evaluation sheets generated by the system online shall be downloaded after opening of technical bid i.e. Cover-I. After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

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

- (G) After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on pre schedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- (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) After opening of Price Bid, the successful bidder will be considered for award of work after evaluation of the reasonableness of L-1 rates.
- (J) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no. 9(c) (ii) titled- List of Confirmatory Documents.
- (K) If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.
Note: If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.
- (L) Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.**

In terms of the above said policy, purchase preference shall be given to 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 confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content :

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate 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.
- III. Mahanadi Coalfields Limited may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- IV. False declarations will attract banning of business of the bidder for a period up to two year and with process in line with "Guidelines for Banning of Business".
- V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of 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.

~~(M) Procurement from Micro and Small Enterprises (MSEs) (Applicable for Service Nature of Tenders. So delete/strike out in other tenders)~~

- ~~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 L1 + 15% and~~

- they match the L1 price.
- ii) ~~In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 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. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 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 L1 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 L1 price, four percent sub-target so earmarked shall be met from other MSEs.~~
- v) ~~To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling Mahanadi Coalfields Limited 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.~~
 - ~~• In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.~~
- vi) ~~Classification of Micro and Small Enterprise are as under:~~
- ~~a. Micro Enterprise Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.~~
 - ~~b. Small Enterprise Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.~~
- vii) ~~The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.~~

- ~~viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.~~
- ~~ix) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have "Udyam Registration Certificate" after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.~~
- ~~x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries.~~

15. One Bid per Bidder:

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

15.2 Conflict of Interest.

A Bidder may considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

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

16. Deleted

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 (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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 item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. 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.

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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

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.** 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. The work should be completed within the stipulated period.** The work shall be commenced as per the clause no:6 of the General Terms and conditions of the NIT.
- 23.** On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.
- 24.** The tenderer(s) will deploy sufficient number and size of equipment/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
- 25. 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.
- 26.** 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.

27. The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form (as per Annexure-III) for the due fulfillment of the contract.

Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of LOA. The other requisite documents for execution of agreement must be submitted up to 7 days beyond the last date for submission of PSD. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled and the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

The agreement should be executed within 7 days of receipt of PSD and other requisite documents for execution of agreement from the contractor. In case the PSD is submitted in the form of Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) and needs verification from the issuing bank, then agreement should be executed within 10 days of receipt of PSD other requisite documents for execution of agreement from the contractor. In case of failure to enter into agreement within specified period, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. No payment for the work shall be made before execution of the agreement.

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.

28. **Bid Validity:** The validity period of the tenders shall be **120 (One hundred and twenty)** days from the **end date of bid submission**.

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. A bidder may refuse the request without banning/ any penal action. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer 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.29 (Modification and Withdrawal of Bid) of NIT.

29. **Modification and Withdrawal of Bid:**

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

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

- a. If the request of withdrawal is received before online notification for opening of price bid, the bidder will be banned for two years from being eligible to submit bids in CIL and its

subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.

- b. If the request of withdrawal is received after online notification for opening of price bid, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i). If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

- Note:**
1. Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.
 2. If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.

29.1 Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bid:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bid:

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of Withdrawal:

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
 - a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-

Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.

- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

- 31. 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.
- 32. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 33. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.
- 34. 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 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.

35. 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 payment of first running on account bill.

- 36. The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external)

will be executed] issued by Electrical Licensing Board / State Authority of the Odisha, in accordance with Indian Electricity Rule before execution of electrical works to respective area SO (E&M)s of MCL .

37. 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.
38. 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.
39. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
40. 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-‘Settlement of Disputes’ of the ‘General Terms and Conditions’ of ‘Conditions of Contract’ of the tender document.
41. Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.
- 42. Integrity Pact:**
Bidders are required to submit the Pre-Contract Integrity Pact duly signed & witnessed as per enclosed format, **Annexure-IX**, along with the bid Part-I/covers-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

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

Name	Address	Contact Number
Shri Sunil Kumar Chourasia, IOFS (Retd.)	Flat 9, Dutt Arcade-II, Civil Lines (near Hotel Jacksons) Jabalpur (M.P.)– 482001	Mob.: 9425155702, 8004938936 e-mail: iemskc.mcl@coalindia.in

44. 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. 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 (as per details given in Annexure-XV)
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) 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 herein before, 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” 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 person(s), who, whether acting alone or together, or through one or more juridical person(s), 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 the 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 person(s), 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 "Certificate" as per the format given at **Annexure-XIV** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect

to “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”

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. Regarding registration with Competent Authority, **Annexure-XV** may please be referred. Regarding exclusion from restriction, **Annexure-XVI** may please be referred.

General Manager(E&M), MCL HQ
/
Tender Inviting Authority (as applicable)

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/ HOD (E&M), 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) The word "Contractor/ Contractors" wherever occurs means the successful bidder /bidders who has/have submitted the necessary Bid Security Declaration 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.
- iv) "**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.
- v) 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.
- vi) "**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.
- vii) "**Engineer-in-charge**" shall mean the officer nominated by the company in the E&M Engineering cadre/ discipline who is competent to direct supervisors and authorised 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.

- viii) The "**Contract**" shall mean the notice inviting tender, the tender 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, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) 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.
- xi) "**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.
- xii) "**Contract amount**" shall mean:
- a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.
 - b) in the case of other types of contracts the total sum arrived at based on the individual 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 with or without any alteration as the case may be.
- xiii) "**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.
- xiv) "**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.
- xv) "**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.
- xvi) "**Department**" means the Electrical and Mechanical Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xvii) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

- xix) "**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.
- xx) "**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) 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) 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 for Banning of Business.
- xii) Any other document if required.

2.1The 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. (Deleted)~~

2.5 Acceptance of Offer:

"Letter of Acceptance"- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

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 and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

- a Bank Guarantee in the form given in the bid document from any Scheduled bank **(No Bank Guarantees submitted for Performance Security shall be accepted for amount less than Rs.5.00 Lakhs only)**.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of Mahanadi Coalfields Ltd on any Scheduled Bank payable at its Branch at Sambalpur.

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

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

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

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with banning of bidder for two years from being eligible to submit bids in CIL and its subsidiaries.

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

NOTE -

SD / Performance Security:

- i) No Bank Guarantees submitted for any purpose shall be accepted for amount less than Rs.5.00 Lakhs (Rupees Five lakhs) only. SD / Performance Security, etc for less than Rs.5.00 lakhs shall be accepted only in other modes as mentioned in the NIT.
- i) No extension of Bank Guarantee for a period of less than 3 (three) months shall be accepted.
- ii) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Sambalpur in case of HQ). Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

4.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% 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 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, 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 Banks as elaborated at Cl.4.2.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

4.6 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.

4.7 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.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company (Performance Security) shall be refunded as elaborated at Cl. No.4.3.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer 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 those prices with the methods and schedule proposed.

In case of Abnormally Low Bids the company may seek written clarifications from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents.

If, after evaluation the price analysis, the company determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the company may reject the bid/ proposal without any Penal action against the bidder.

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

~~4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only):~~

~~a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer in Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor/ firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed. (Deleted)~~

~~b) 10% of the security (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above. (Deleted)~~

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee. Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

5. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all

respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

5.2 The right is reserved to neither cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(E&M) of the company or Staff Officer(E&M) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(E&M) of the company or SO(E&M) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(E&M) of the company or SO(E&M) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value / approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

5.6 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 up to 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.

For Roads, all items of excavation and filling including treatment of sub base

5.7 The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows:-

(i) In the proportion which the additional cost of the altered, additional or substituted work (in value) 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.

5.8 The company through its Engineer-in-Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.9 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

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.

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, 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 or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order 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.

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 ban the bidder for two years from being eligible to submit bids in CIL and its subsidiaries and to rescind the Letter of Acceptance of Tender/Work Order.

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 ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week/~~day~~/~~hour~~ of delay (as applicable to be decided by the tender inviting authority).

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week/~~day~~/~~hour~~ of delay (as applicable to be decided by the tender inviting authority) 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 of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value 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.

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 value of the works 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 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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 date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) **Force Majeure:**

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

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 nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

b) Serious loss or damage by fire and 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.

6.4.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

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

6.4.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in- Charge within 1(one) month of the date of receipt of such request.

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are 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 the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(E&M)/ CM(E&M) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4 Provisional extension of time may also be granted by the Engineer-in-Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.4.5 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 will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in- charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer-in-Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

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. Material Supply & other facilities:

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified, and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

* The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2* The contractor shall bear all the cost for transportation; handling and storage from the issuing store of the company to contractor's work site store.

7.3 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.4 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work up to Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.5 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(E&M) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

7.6 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

7.7 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.8 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.9 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.10 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.11 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor. This clause may be read in conjunction with 13(ix) of conditions of contract.

7.12 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.13 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain

uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

7.14 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

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 drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) 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 drawings, instructions/ directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1 For Quality Assurances of all the Electrical & Mechanical Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. 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.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 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.

8.6 The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor.

8.7 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.

8.8 Inspection of works:

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC`s representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 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.

8.10 Devaluation of Work: In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

8.11 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 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.

8.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 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.

9. 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.

9.1 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.

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

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01 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.

9.7.02 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.

9.7.03 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 contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 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.

9.7.05 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 arbitration 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.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications 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.

9.7.07 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.

9.7.08 Secured Advance: Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.50.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid up to 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

Items against which secured advance can be granted:

Category-A

Civil:

1. Bricks.
2. Stone and brick aggregate.
3. Stones.
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCI

Electrical:

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

Items against which secured advance can be granted:

Category- B

Civil:

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs.
3. Asbestos cements products.
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums.
6. Bitumen felt.
7. Polythene pipes and fittings and tanks.
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated / Safety, one way vision, and bullet proof glasses.
10. Chemical required for anti-termite treatment (in sealed drums).
11. Paints, varnishes, distempers, pigment, spirits etc.

Electrical:

1. Transformers
2. Oil-filled switch gears.
3. L.T. &H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes.
7. Epoxy cable compounds.
8. Electric light fittings.
9. Wooden battens, casing & capping and wooden boards.
10. Flexible wires.
11. PVC materials.
12. Oil and lubricants.
13. Rubber materials.
14. Glass wool, thermocole & other insulating materials.
15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

Items against which no secured advance shall be granted:

Civil:

1. Glass products other than those indicated in Category-B.
2. Sand and moorum
3. Chemical compounds other than those indicated in Category-B.

Electrical:

1. Glass gloves and shades
2. Bulbs and tubes
3. Petrol and diesel
4. Freon and other refrigeration gases.

9.8 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.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

10 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 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.

10.1 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.