

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• “Day” means calendar day of the Gregorian/English calendar.</li> <li>• "Delivery Point / Interconnection Point" with respect to the Project shall be the point or points of connection at which Electricity is delivered from the Project into the Grid System of the GETCO.</li> <li>• “Defect Liability Period” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Defect Liability clause hereof.</li> <li>• “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by the Company.</li> <li>• “Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).</li> <li>• “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.</li> <li>• “Guarantee Test(s)” means the Performance Guarantee test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.</li> <li>• “Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided</li> </ul>

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			<p>by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Company's personnel etc.</p> <ul style="list-style-type: none"> <li>• "Interconnection Facilities" in respect of the Project shall mean all the facilities installed by the Contractor to enable delivery of energy from the Project at Contracted CUF at the Delivery Point, and include transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to GETCO's nearest sub-station.</li> <li>• "Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the Contractor shall abide by the relevant and applicable regulations. In case of Solar Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling station, the power generated from Wind and Solar Projects shall be injected and measured separately at the Pooling Station and the successful bidder shall have to install separate ABT compliant meters at Pooling s/s for this purpose.</li> <li>• "MNRE" means Ministry of New and Renewable Energy, Government of India.</li> </ul>

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			<ul style="list-style-type: none"> <li>• “Month” means calendar month of the Gregorian/English calendar.</li> <li>• “O&amp;M” means Operations and Maintenance.</li> <li>• “Plant Capacity” is defined as the 100 MW(AC) Grid-Connected Solar Photovoltaic Power Plant proposed to be located in the State of Gujarat, as per the provisions in this Tender including but not limited to its design, engineering, procurement &amp; supply, construction, commissioning, comprehensive operation and maintenance.</li> <li>• "Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</li> <li>• “RFP document” or “Tender document” or “Tender” shall mean this bidding document issued by the Company including all attachments.</li> <li>• “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.</li> <li>• “Solar Power System(s)” means the solar photovoltaic grid interactive power system(s) to be established at the site specified in the RFP.</li> <li>• “Subcontractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted</li> </ul>

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			<p>directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.</p> <ul style="list-style-type: none"><li>• “Successful Bidder” means the bidder who has been awarded the Contract and described as Contractor for the “Project”.</li><li>• “Time for Completion” shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.</li><li>• “Year” means a period of 12 full consecutive months or 365 consecutive days.</li></ul>

## SECTION - 7

### SAFETY CODE

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

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

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

- v. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
- a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
  - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the



working painters to wash during and on the cessation of work.

- d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 9.** When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10.** Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i). (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
  13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
  14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
  15. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**SECTION - 8****BID SUBMISSION CHECKLIST**

[Note: Document Checklist shall be attached with  
Appendix 1 of the Technical Bid]

<b>Sl. No.</b>	<b>Document</b>	<b>Attached (Yes/No)</b>
1	Letter of Bid (Appendix-1)	
2	Details of Site (Appendix-2)	
3	Form for Electronic Fund Transfer / Internet Banking Payment (Appendix-7)	
4	Power of Attorney (Appendix-8)	
5	Bid Securing Declaration (Appendix-12)	
6	Written Consent for Arbitration Clause (applicable for Partnership Firms and JVs) (Appendix-13)	
7	Undertaking (Appendix-14)	
8	Detailed Project Schedule (Appendix-17)	
9	Certificate of possessing adequate Working Capital – CA Certificate and Banker's Certificate, as applicable (as per Clause 8.A of e-Tender Notice)	
10	Attested copy of PAN Card of the Bidder (as per Clause 8.B of e-Tender Notice)	
11	Attested copy of GST Registration Certificate of the Bidder (as per Clause 8.C of e-Tender Notice)	
12	MoA and AoA along with Certificate of Incorporation of the Bidder as documentary support for legal status of the Bidder (as per Clause 9 of the e-Tender Notice)	
13	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof (as per Clause 9 of the e-Tender Notice)	
14	Valid Digital Signature Certificate (Appendix-18)	
15	Filled-in BOQ Excel File	

**APPENDIX-1: FORMAT FOR LETTER OF BID**

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To :  
Executive Director (Engineering and Equipment)  
Coal India Limited  
Coal Bhawan,  
Premise No-04 MAR,  
Plot No-AF-III, Action Area-1A,  
Newtown, Rajarhat, Kolkata-700156

Sub : Project Name : \_\_\_\_\_

Tender No. & date : \_\_\_\_\_

Dear Sir,

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

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

**We hereby confirm total and unconditional acceptance of the TERMS and CONDITIONS OF CONTRACT (e-Tender Notice, General Terms and Conditions of Contract, Additional Terms and Conditions of Contract, General Technical Conditions of Contract, Erection Conditions of Contract, Special Conditions of Contract and Safety Code) and TECHNICAL SPECIFICATIONS as given in the Bid document.**

**We hereby also confirm that the detailed design and drawings will be submitted by us for approval, before execution of work and any changes/modifications suggested by you will be acceptable to us at the same Terms & Conditions of NIT and without any additional cost.**

**We hereby also confirm that any Item/Structure/Plant & Machinery, not specifically indicated in the Scope of work/Bill of Quantity, but subsequently felt necessary for satisfactory completion and commissioning of the Project, will be executed/supplied by us without any additional cost.**

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of our failure to abide by the said provision, Coal India Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ Work Order/Award and also ban us **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.**

Date : .....

Yours faithfully,

Signature of Bidder with  
Seal

## APPENDIX-2: DETAILS OF SITE

(to be furnished by the Bidder in the Bid)

Proposed location of the Project (Village, Tehsil, District)	Area of land available (in Acre)	Solar Irradiation (GHI and DNI) at the place where the Land is located	Interconnection Point(s) with Sub-station names, voltage and spare capacities	Distance of Project site / Land from the Interconnection Point (in km)

**Note:** In case the Bidder proposes to construct the Project at multiple locations [each location to have minimum capacity of 25 MW(AC)], the Bidder can add more number of rows in the above table based on the number of locations.

Signature of Bidder with  
Seal

### APPENDIX-3: FORMAT FOR BANK GUARANTEE

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

To

.....  
 .....

Re: Bank Guarantee in respect of Contract No.....

Dated.....

Between ..... (Name of the company) and .....  
 (Name of the Contractor)

WHEREAS

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

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

We ICICI Bank Ltd, having its registered office at Near Chakli Circle, Old Padra Road, Vadodara-390 007, India and having a branch office at Commercial Branch, Technopolis Building, 1st Floor, BP4, Sector V, Salt Lake City, Bidhannagar, North 24 Parganas Dist., Kolkata – 700091 have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

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

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder or shall violate any terms and conditions of the Contract, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank

to pay the sum, or failing on the company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agrees that the Guarantee shall come into force from the date hereof and shall remain in force up to and including ..... and shall be extended from time to time for such period pursuant to the provisions in the said contract.

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

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

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

Any notice by way of request, demand or otherwise hereunder maybe sent by post addressed to the bank branch/operative branch, and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.



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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code number)  
(address)

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

The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (the “Guaranteed Amounts”).

This Guarantee shall be valid up to \_\_\_\_\_ (the “Expiry Date”).

Notwithstanding anything to the contrary contained herein, no obligation of the Bank to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:

- (a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and
- (b) such written claim/demand(s) is/are delivered to the Bank on or before the claim Expiry Date at the ICICI Bank branch located at Commercial Branch, Technopolis Building, 1st Floor, BP4, Sector V, Salt Lake City, Bidhannagar, North 24 Parganas Dist., Kolkata – 700091.

## APPENDIX-4: PRE-CONTRACT INTEGRITY PACT

### General

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

WHEREAS the BUYER proposes to procure .....(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

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

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

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

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

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

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

~~d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.~~

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

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

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

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

#### **Section 4 - Compensation for Damages**

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

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

#### **Section 5 - Previous transgression**

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

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

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

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

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

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

### **Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

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

### **Section 8 - Independent External Monitor**

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

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

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

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

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

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

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

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Bids for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

**Section 10 - Other provisions**

( 1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11- Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



**Section 12- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction of High Court of Calcutta.

**Section 13 - Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## APPENDIX-5: ILLUSTRATIVE COMPUTATION OF EVALUATED BID VALUE (EBV)

The Evaluated Bid Value (EBV) shall be calculated using the following parameters:  
Parameters Quoted by the Bidder:

- i. Quoted Supply Price (in INR),
- ii. Quoted Works Price (in INR),
- iii. Quoted Land Cost (in INR),
- iv. Quoted O&M Price for each year during the O&M period (of 5 years) (in INR),
- v. Quoted Annual Net Electrical Energy Generation Guarantee (NEEGG) at the metering point of the Plant for each year during the O&M period (of 5 years) (in kWh).

Parameters assumed constant for evaluation of each Bidder:

- i. Discount Factor of 6.45% annually.

The Evaluated Bid Value (EBV) shall be calculated using the abovementioned parameters as follows:

<b>Step 1</b>		Quoted total Supply Price (in INR)
<b>Step 2</b>		Quoted total Works Price (in INR)
<b>Step 3</b>		Quoted total Land Cost (in INR)
<b>Step 4</b>		Net Present Value (NPV) of 5 years of O&M Cost quoted by the Bidder (in INR)
<b>Step 5</b>	ADD	Summation of Supply Price, Works Price and Land Cost (sum of Step 1 to 3) and NPV of O&M Price for 5 years (INR)
<b>Step 6</b>		Summation of quoted NEEGG for 5 years (kWh)
<b>Step 7</b>	DIVIDE	(Sum of Supply Price, Works Price and Land Cost, and NPV of each year O&M Contract Price for 5 years) divided by (Summation of quoted NEEGG for 5 years) i.e. (Step 5 / Step 6)

The Evaluated Bid Value (EBV) shall be the Net Present Value (NPV) as calculated above.

**Evaluated Bid Value (EBV) =**

$$\begin{aligned} & \text{[(Quoted Supply Price) + (Quoted Works Price) + (Quoted Land Cost)} \\ & \text{+ (Total NPV of each year O\&M Contract Price of 5 years)]} \end{aligned}$$

---


$$\sum \text{NEEGG of 5 years}$$

The Bidder with the lowest EBV in INR / kWh shall be the Successful Bidder.

**EXAMPLE:**

The following example will further clarify the methodology of comparison:

**Figures Quoted by Bidder 1:**

Supply Cost (INR)	Works Cost (INR)	Land Cost (INR)	Year	NPV of O&M Cost (Total)		NEEGG (kWh)		EBV (INR/ kWh)
				Yearly Cost (INR)	Total Cost INR	Yearly Generation (KWh)	Total Generation (kWh)	
(A)	(B)	(C)			(D)		(E)	F=(A+B+C+D)/E
3,83,50,00,000	1,00,00,00,000	20,00,00,000	1	2,18,00,000	9,65,67,460	40,00,00,000	2,00,00,00,000	2.56
			2	2,04,78,920		40,00,00,000		
			3	1,92,38,500		40,00,00,000		
			4	1,80,72,200		40,00,00,000		
			5	1,69,77,840		40,00,00,000		

EBV of Bidder 1 is INR 2.56/kWh.

**Figures Quoted by Bidder 2:**

Supply Cost (INR)	Works Cost (INR)	Land Cost (INR)	Year	NPV of O&M Cost (Total)		NEEGG (kWh)		EBV (INR/ kWh)
				Yearly Cost (INR)	Total Cost INR	Yearly Generation (KWh)	Total Generation (kWh)	
(A)	(B)	(C)			(D)		(E)	F=(A+B+C+D)/E
3,96,82,22,000	1,20,00,00,000	22,00,00,000	1	2,28,90,000	10,13,95,833	45,00,00,000	2,25,00,00,000	2.44
			2	2,15,02,866		45,00,00,000		
			3	2,02,00,425		45,00,00,000		
			4	1,89,75,810		45,00,00,000		
			5	1,78,26,732		45,00,00,000		

EBV of Bidder 2 is INR 2.44/kWh.

EBV of Bidder 1 is higher than Bidder 2.

Bidder with lower EBV in INR / kWh shall be L-1. Hence, in the above illustrative computation, Bidder 2 would be preferred as the Successful Bidder (L-1) compared to Bidder 1.

Signed and seal

**APPENDIX-6: FORMAT FOR PRE-BID QUERIES**

<b>Sl. No.</b>	<b>Chapter No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Tender Term</b>	<b>Bidder's Query</b>

*Sign with seal*

**APPENDIX-7: MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT**

1. Name of the Bidder : .....
2. Address of the Bidder : .....

.....  
 City.....

Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorised Signatory

-----

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

Banker's Stamp:

Date:

(Signature of the Authorised official from the Bank)