

NIT for Operation and Mainatanance of LW equipement at ALP , Adriyala Project Area.



**THE SINGARENI COLLIERIES COMPANY LIMITED**  
(A GOVERNMENT COMPANY)

**CORPORATE MATERIAL PROCUREMENT DEPARTMENT**  
**KOTHAGUDEM COLLIERIES P.O – 507101**  
**DIST: BHADRADRI KOTHAGUDEM – TELANGANA (STATE)**  
**CIN:U10102TG1920SGC000571**

**TELEPHONE: 91-08744-243109, 243665 - EPABX: 242301EXTN.3500**  
**TELE FAX: 91-08744-245651 / 242874; e-mail ID: gm\_pd@scclmines.com**  
**Company Web site: [www.scclmines.com](http://www.scclmines.com)**

**SCCL GST No : 36AAACT8873F1Z1**

<b>Enquiry Number</b>	<b>xxxxx</b>
<b>Tender ID</b>	<b>xxxxx</b>
<b>Number of Sources</b>	<b>Single</b>
<b>Mode of enquiry</b>	<b>Open</b>
<b>Mode of Tendering</b>	<b>Two cover (Pre-Qualification &amp; Commercial Bid) (i.e., Technical Bid &amp; Price Bid)</b>
<b>Input Tax Credit</b>	<b>Applicable</b>

**SCCL Helpdesk Numbers for Bid submission :**  
**EPBAX Numbers: 08744 - 235558/235559/235553**

**NOTICE INVITING TENDER (NIT) FOR**

**Operation and Maintenance Contract including supply of spares for High Capacity Longwall Package/ Equipment (Supplied by M/s Caterpillar Global Mining Europe, GmbH, Germany) for extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers for a period of 5(five) Production years on cost per ton basis at ALP of Adriyala Project Area.**

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### **Formalities for participating in the Tender through E-Procurement.**

- a) As per the directions of Government of Telangana, M/s The Singareni Collieries Company Limited switched over from GepNIC e-procurement Portal <https://singareni-tenders.gov.in> to TS Portal i.e., <https://tender.telangana.gov.in> from 01.04.2018.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.

- Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Dual Pair (Signing and Encryption) is required.

#### **Address for submission of Application for obtaining Digital Signature Certificate, please Contact:**

TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad - 500004, Contact Helpdesk : 9177769764

- Those interested in participating in the tender shall register/create an account in the web site <https://tender.telangana.gov.in> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)
- c) Tenders are to be submitted on line after registering in <https://tender.telangana.gov.in>.

#### **d) E-Procurement Transaction Fee**

It is mandatory for all the participant bidders from 1<sup>st</sup> January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS , the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.

The bidders should pay E-procurement Transaction Fee @ 0.03% on their quoted value (on landed cost basis) plus GST on the transaction fee. The rate of GST is as per GOI directives. The present rate of GST is 18% on e-procurement transaction fee. Participating bidders shall submit [transaction fee at @ 0.03% + 18% GST on the transaction fee](#) as prescribed on E-Procurement at the time of bid submission.

However, [there is a cap on transaction fee of Rs 10,000 in case the quoted value is upto Rs 50 crores and a cap of Rs 25,000 in case the quoted value is more than Rs 50 crores.](#) The GST is over and above the cap value.

There is no exemption towards the payment of E-procurement Transaction fee.

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- e) **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards e-Procurement fund in case of goods and services with ECV/EOV less than and up to Rs. 10 lakhs

**Further any clarifications please contact 08744-235558/9 from 10.00AM to 5.30PM.**

## DISCLAIMER

- a. This document is not an agreement or an offer by SCCL to Bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their Proposal.
- b. This document does not purport to contain all the information each Bidder may require. The Document may not be appropriate for all persons, and it is not possible for SCCL to consider the needs of each party who uses or reads this Document. The concerned parties should conduct their own investigations and analysis and should verify the completeness of the information in this document and obtain independent advice from appropriate sources.
- c. Due care has been taken in formulating the document and the information contained in it. All data pertaining to the present work incorporated in this document is authentic and adequate as per the wisdom and perspective of SCCL. If any bidder intends to conduct any additional tests, studies or scientific investigations, the same may be permitted by SCCL at the cost of the bidder intending so. Neither SCCL nor its employees or its consultants make any representation or warranty as to the completeness of the information in this document.
- d. Neither SCCL nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of SCCL or its employees, any consultants or otherwise arising in any way from the selection process for the contract.
- e. The bidder should confirm that the document is complete in all respects. In the event that the Document or any part thereof is mutilated or missing, the Bidder must notify SCCL immediately at the following address:

General Manager (MP)  
The Singareni Collieries Company Limited,  
Kothagudem Collieries, (PO) Bhadradi Kothagudem District,  
Telangana, Pin: 507101.

- f. The Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein must be kept confidential by such party and its professional advisors at all times.
- g. SCCL reserves the right to change, modify, add, alter the Document or cancel the bidding process without assigning any reasons thereof, at any time during the bidding process. All parties to whom this Document has been issued shall be intimated of any such change. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the bidder shall make the Bidder's proposal liable for rejection by SCCL. Further objection by any third party shall be

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construed as infringement on confidentiality and privileged rights of SCCL with respect to this Document.

- h. The Bidder shall not make any public announcements with respect to this Bidding process or this document. Any public announcements to be made with respect to this bidding process or this Document shall be made exclusively by SCCL. Any breach by the Bidder of this clause shall be deemed to be non-compliance with the terms and conditions of this Document and shall render their bid liable for rejection. SCCL's decision in this regard shall be final and binding upon the Bidder.
- i. The bidder shall bear all costs associated with the preparation and submission of the Technical and Financial Proposals. SCCL and their consultants shall not, under any circumstances, be responsible or liable for any such costs.

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**CHAPTER – 1**

**GENERAL TERMS & CONDITIONS AND QUALIFYING CRITERIA.**

**1.1.0 BRIEF OF TENDERED WORK:**

- i. **Operation and Maintenance Contract including supply of spares for High Capacity Longwall Package/ Equipment (Supplied by M/s Caterpillar Global Mining Europe, GmbH, Germany) for extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers for a period of 5(five) Production years on cost per ton basis at ALP of Adriyala Project Area– Reg**

TENDER ENQUIRY NO. ----- dated	
<b>Description of work</b>	<b>Operation and Maintenance Contract including supply of spares for High Capacity Longwall Package/ Equipment (Supplied by M/s Caterpillar Global Mining Europe, GmbH, Germany) for extraction of coal from two LW Panels (Panel No.3 &amp; No.4) including two face transfers</b>
<b>Lead Time for Commencement of Contract</b>	The contract work is to be commenced within 30 days from the date of order or 15 days of handng over the site which ever later.
<b>Period of Contract</b>	Completion period of the contract is 5 Production years from the effective date or time period of extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers which ever is earlier.

<b>Location and description of mine</b>	<p>Adriyala Longwall Project is located in Adriyala village, Peddapalli District of Telangana state (India) in Godavari Valley Coalfields. The area of the present Adriyala Longwall Project is 4.825 Sq km. and bounded by North latitude 180 39'03" to 18040'34" and East longitude of 79034'28" to 79035'55". It covered by Survey of India Topo Sheet No. 56N/10.</p> <p>Adriyala Longwall Project (ALP) is one of the mechanized underground mines operating in the Ramagundam coal belt, SCCL in Godavari Valley Coal Fields (GVCF), Telangana state, India</p>
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- ii. Bidder shall submit bids with **EMD of Rs 7,00,00,000/- (Rupees Seven crores only)** pl refer the clause 1.1.1 (III)
- iii. Online Tenders in three parts are invited for the following work at ALP UG mine, APA area.
- iv. **GENERAL INSTRUCTIONS:**

**a) BIDDERS TO PERUSE TENDER DOCUMENT:**

Before submission of the Tender, the Bidders are requested to make themselves fully conversant with the scope of work, requirements of the system, drawings, technical specifications, terms and conditions and other details furnished in the Tender Document so that no ambiguity arises at a later stage.

**b) BIDDERS TO INSPECT SITE AND CONSIDER LOCAL CONDITIONS:**

The Bidders shall inspect and examine the site and its surroundings and shall obtain and satisfy themselves (so far as is practicable) before submitting their Tenders on the form and nature of the site including lithology of the strata, the quantities and nature of the work, the prevailing ecological conditions, weather conditions, ground conditions, local conditions, availability of raw materials, labour, water, electricity, all necessary information (as above mentioned) regarding the materials necessary for extraction of coal, the means of access to the site, the accommodation that they may require at the site, the facilities to be extended to them and the difficulties likely to be encountered by them during the execution of the work, the risks, contingencies and other circumstances which may influence or affect their Tenders before quoting for the work.

The Bidders shall also make themselves aware of all their responsibilities, the facilities likely to be extended to them during the execution of the work, the rules and regulations of all statutory bodies and local Government bodies which shall be required to be complied with during the execution of the work.

The Bidders shall confirm that they have visited the site and have made themselves aware of the entire local and statutory conditions and other information likely to influence or effect their offers as per the format given in Appendix-1

**c) BIDDERS TO BE AWARE OF MARKET PRICES:**

The Bidders shall make themselves fully aware of the prevailing market prices of different materials, equipment and accessories, labour costs, etc, in regard to the proposed work. Ignorance on this account shall not be taken to be an excuse by the Bidders for price deviations or delays in filling the Tenders or at any stage thereafter.

**d) BIDDERS TO QUOTE SPECIFIC RATES:**

Every Bidder is expected, before quoting his rates, to study closely the requirements of materials/workmanship and specifications listed under various clauses of the Tender

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Document. He shall quote specific rates in Indian Rupees for tonne of coal extracted as per the given scope of work. The rates shall be written both in words and figures and units in words. In the event of any discrepancy between the description in words and figures, the description in words shall prevail. The rates for the work shall be inclusive of all incidentals, overheads, Octroi, duties, leads, lifts, carriage, tools, plants, etc., as required for the execution and completion of the work.

**e) DEVIATIONS NOT PERMITTED:**

Bidders shall take into consideration all the clauses, instructions, technical specifications, drawings and other details given in various chapters of the Tender Document. No deviation(s), from the stated terms, shall be made by the Bidders for the purpose of the Tender. Bidders making such deviation(s) shall be doing so at their own risk and shall thereby make their bids liable for rejection.

f) SCCL may solicit the bidders consent for extension of the period of validity of the bid. The request and the responses there to shall be made by letter, fax or e-mail. Bidders accepting the request are not permitted to modify the bid.

g) SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.

**h) RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:**

SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.

**i) RIGHT TO POSTPONE AND REJECT TENDERS:**

The Company reserves the right to postpone the date of receipt and opening of Tenders without assigning any reason whatsoever. It also reserves the full right to reject any or all Tenders and of accepting or rejecting the whole or any portion of any Tender without assigning any reason whatsoever. It also reserves the right to cancel the Tender at any stage without assigning any reason whatsoever.

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

The Company reserves the right to reject a Tender in which a Bidder deliberately gives any wrong information and creates circumstances for the acceptance of his Tender or to rescind a Contract signed with such a Bidder at any stage.

The Company, at its discretion, has right to accept or reject the tender without assigning any reason, whatsoever, irrespective of the commercial status.

**j) CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:**

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act.

**k) UNSOLICITED DISCOUNT:**

Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any bidder other than lowest offers suo-moto reduction in the prices after opening of the price bid, the offer shall be rejected out rightly. However, if



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there is a suo-moto reduction from the lowest bidder adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest bidder. SCCL reserves the right not to accept the lowest bid.

**I) TECHNCIAL TERMS & CONDITIONS:**

- a) Bidders are required to quote as per the terms and conditions mentioned in the NIT document. Otherwise the offer is liable for rejection.

**1.1.1 COMMERCIAL TERMS & CONDITIONS:**

**I. STATUTORY TAXES, DUTIES AND LEVIES ETC. :**

**a. Goods and Service Tax (GST):**

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the BOQ Format of their offer.
- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
- iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
- v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" ie., FORM GST REG-06 after receipt of the same.
- vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
- vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
- viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the

Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.

**b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:**

CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

**c. Royalty:**

Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.

**d. Any other Taxes / Duties applicable:**

i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.

ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.

iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.

iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

**II. PERFORMANCE BANK GUARANTEE (PBG):**

a) The successful Bidder shall furnish PBG in the form of an unconditional, irrevocable Bank Guarantee for 5% ( Five Percent) of the annualized contract value, for timely and faithful performance as specified in the contract, at awarded rate which shall be valid till the end of the contract and 3 months grace period thereafter, to the O/o GM,APA Area.

b) The PBG shall be furnished from a Public Sector Bank (SBI & Associates and Nationalized banks) and obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad / Kothagudem, as per Proforma at Appendix-..... The bank guarantee should be executed on Non-Judicial Stamp Paper worth 3% of BG value or Rs. 100/- whichever is less.

c) The PBG shall be furnished within 30 days from the date of issue of Letter of Acceptance and shall be kept valid till the end of the contract and 3 months (grace period) and thereafter shall be renewed 3 months prior to expiry of Bank Guarantee in case of the extension of the contract, for the extended period.

d) The PBG shall be released after satisfactory completion of the contract. SCCL shall have the right to get the PBG extended till such period the contract is extended beyond the specified period, if any.

### III. EARNEST MONEY DEPOSIT (EMD):

#### a. Submission of EMD:

The EMD shall be Rs7,00,00,000/-(Rupees Seven crores only).

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. A GST of 18.00% + Bank charges on the transaction amount payable to TSTS shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the E-Procurement application, Bidders can automatically continue with their Bid Submission online.

- i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:
- ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.
- iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.
- iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.

#### b. Note Regarding EMD Payment:

- i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.
- ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.
- iii) Bidders are advised to pay EMD Online atleast T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.

#### c. EMD Refund process:

##### For unsuccessful Bidder

- i) The bid is declared unsuccessful, under the following circumstances.
- ii) Bid submitted by the bidder is not the lowest bid.
- iii) Upon Finalization of the L1 Bid.
- iv) Technical / Commercial Disqualification of the Bid.
- v) EMD paid but bid not submitted
- vi) EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision / Result.

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- vii) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.

**For Successful Bidder:**

- i) EMD of successful bidders will be transferred from TSTS to SCCL and SCCL shall refund the same on submission of Performance Bank Guarantee (PBG).

**d. Note Regarding EMD Refunds:**

Bidders are requested to use discretion in their choice of payment channel for remittance of EMD. Time taken for Refunds under Ideal conditions:

- i) Net Banking / NEFT / RTGS Challan: One (1) Banking Business Day from time of initiation of refund by Tender Inviting Authority subject to RTGS/NEFT timings of RBI.
- ii) Credit card/ Debit card: 7-10 working days from time of initiation of refund by the Tender Inviting Authority. However, this may be longer in case of certain bank cards. In case of delays, bidders are requested to contact the Card issuing Bank for faster resolution.
- iii) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.
- iv) No interest will be paid on the EMD.
- v) EMD paid against earlier enquiry will not be adjusted for the current enquiry.
- vi) EMD of unsuccessful bidders will be refunded immediately after the bidder is declared unsuccessful.

**e. Exemption for submission of EMD:**

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEMs, OESs and Foreign manufacturers for supply of spares.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered with Directorate General of Supplies & Disposals (DGS&D) for enquired items.
- v) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.
- vi) Ancillary Units / Subsidiaries of SCCL.

The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission; otherwise the offer is liable for rejection.

**f. Forfeiture of EMD:**

EMD of the Bidder will be forfeited **with inclusive of GST** in the following circumstances:

- i) Withdraws the offer during validity/extended validity period.
- ii) **Changes the terms and conditions of the offer during validity/extended validity period.**
- iii) Does not accept the LOI/order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- iv) Breach of contract during execution.
- v) The information/documents submitted by the bidder proved to be false/ incorrect.

**IV. INPUT TAX CREDIT (ITC):**

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

GSTIN (Provisional) : 36AAACT8873F1Z1  
 PAN (Under Income TAX ACT, 1961) : AA ACT8873F

- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) At the time of evaluation of offers of the unregistered bidders, SCCL will, in addition to the price quoted in the bids, consider the taxes under GST that it shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. However, SCCL will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- v) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

#### **V. BIDDING CURRENCY:**

Bidders shall submit price bid format as per E-procurement format only-

#### **1.1.2 RISK PURCHASE CLAUSE:**

In case the supplier fails to deliver the service/ goods / items within the delivery schedule prescribed in the order and SCCL is forced to purchase such service/goods / items from any other source at a higher price, the supplier/contractor shall pay the difference amount to SCCL. The defaulted supplier/Contractor shall have no claim over the quantity, which they failed to supply.

Additional expenditure if any will be recovered from running bills of defaulted supplier/contractor anywhere in the company. In case the running bills amount is not sufficient, the defaulting supplier/Contractor shall pay the amount within 15 days of receipt of the notice from SCCL. Otherwise the amount will be recovered by invoking the PBG and/or from Security deposit.

#### **1.1.3 PRICE FALL CLAUSE:**

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the difference amount from the running bills anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

#### **1.1.4 CONTRACT AGREEMENT:**

On receipt of order issued by the Company, the successful Bidder shall have to enter into an agreement in the Company's prescribed form i.e. Appendix-..... for the due fulfillment of the Contract. The above agreement shall have to be entered between the successful Bidder and the General Manager,APA area within 15 days from the date of receipt of the work order, on a non-judicial stamp paper of INR.100 (Rupees one hundred only).

Failure of the Contractor to accept the Work Order issued by the Company and to enter into the agreement within 15 days from the date of receipt of the work order shall entail cancellation of the order and forfeiture of the Earnest Money deposit.

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### 1.1.5 Cleaning of Work Site.

On completion of the work, all debris and waste materials shall be removed by the Contractor at his own expense and the site to be handed over to the Company shall be cleaned to the satisfaction of the concerned Area GM.

The Contractor shall there upon intimate the Company officially of having completed the work as per Contract.

### 1.1.6 SUBLETTING:

The Contractor shall not sub-let the whole of the works. Further, except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without the prior written consent of the GM,APA Area. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his P.Os, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his P.Os, servants or workmen. Provided that, the provision of Labour on a piece rate shall not be deemed to be a sub-letting under this clause.

### 1.1.7 LAW GOVERNING CONTRACT:

The Contract shall be governed by the law and statutory regulations, as is applicable to Coal Mines in India, and shall be construed in accordance the

### 1.1.8 OTHER TERMS & CONDITIONS:

#### I. **IN CASE THE ORDER IS FOR SERVICE CONTRACT/SUPPLY OF EQUIPMENT / SPARES AND TO CARRYOUT ERECTION / REPAIR / MAINTENANCE etc. AT SCCL SITE:**

- a. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the **Minimum Wages Act**, wherever applicable.
- b. The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.
- c. The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum bonus of 8.33% of minimum wages, as per law in the absence of adequate profits.
- d. Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the **Workmen's Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to workmen in the event of death, injury or accident to workmen in the course of or in connection with employment, such policy(ies) in-respect of Workmen Compensation, Insurance to be of value of **not less than that of amount as per workmen compensation act.**

Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.

- e. The contractor shall obtain **Labour Licence** from Assistant Labour Commissioner (Central) of the area wherever applicable and a copy of the same to be submitted to SCCL.

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- f. The contractor shall not **Sub- Contract** the work in whole or part without obtaining the prior written consent of SCCL.

The contractor shall, notwithstanding the consent and assignment, remain solely liable and responsible to SCCL, for and in-respect of the due performance of the contract and the Vendor's obligations there under.

#### 1.1.9 CANCELLATION OF CONTRACT IN PART OR IN FULL:

If the Contractor , in the opinion of the Singareni Collieries Co. Ltd., fails or neglects to comply with any of the terms and conditions of the contract or with any order issued there under then in such a case the Singareni Collieries Co. Ltd., shall without prejudice to any other right of remedies under this contract have the right and be entitled to cancel the contract by giving fourteen days, notice in writing to the supplier, without being liable to pay any compensation for such cancellation. The contractor, however will be entitled to be paid at contract rates after deduction of any amount due to the Government, for the works already completed, which in the opinion of the Singareni Collieries Co. Ltd., is in accordance with the terms of the contract. In the circumstances aforesaid, the contractor, shall, on demand by the Singareni Collieries Co. Ltd., or the authorised representative thereof, hand over immediately to the Singareni Collieries Co. Ltd., or the authorised representative of the Singareni Collieries co. Ltd., Stores components in possession or custody of the contractor without waiting for the payment of even settlement of any claim already made or intended to be made.

#### 1.1.10 CONSEQUENCES OF BREACH:

##### a. Deliveries:

The work schedules are either furnished in the Purchase Order or given by the respective area. The time and the date of delivery of service, stipulated in the Purchase Order, shall be deemed to be the essence of the contract and work must be completed not later than the dates specified therein. Should the contractor fails to deliver these services within the mutually agreed time schedules for such services, the Singareni Collieries Co. Ltd., at their option, shall be entitled to take following action against the contractor.

S.C.C.L. at their option may recover from the contractor towards liquidated damages a sum as indicated in the order subject to force majeure conditions which are to be substantiated with documentary evidence

Or

- b. Cancel the order and to purchase elsewhere without notice to the contractor on account and at the risk of the contractor, the unexecuted portion of service or otherwise of a similar description (Whether or not the service ordered on others or exactly Complying with order pending, the decision of The GM (MP) in this regard will be final) without cancelling the contract in respect of unexecuted quantity of work.

In the event of action being taken under (ii) The Contractor shall be liable for any loss which The Singareni Collieries Co. Ltd., may sustain on that account, but the Contractor shall not be entitled to any gain on Purchases made against default and to forfeit PBG fully or in part.

- c. Whenever under this contract, any such money is recoverable from and payable by contractor, the Singareni Collieries Co. Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which at any time there after, may become due from the Contractor in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The contractor shall not be entitled to any gain on any such Purchase.
- d. Performance Bank Guarantee will also be forfeited for any breach of contract.

#### 1.1.11 LAWS APPLICABLE:

The contract shall be governed by the Laws of Indian Union for the time being in force. The marking of all Stores supplied must comply with the requirements of Indian Laws relating to the merchandise marks and all the Acts and rules made under such Laws.

#### **1.1.12 INDEMNITY:**

The contractor shall keep the company indemnified against all damages caused to the company or employee and / or property of company due to negligence of the contractor and / or it's men and P.Os.

#### **1.1.13 ARBITRATION:**

Normally all disputes should be settled by negotiations between the Company and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy 16hrough Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred directly to civil courts other than through Arbitration.

- a. In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.
- b. If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman& Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.
- c. As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- d. Failing to invoke Arbitration Clause within 120 days of dispute( from the date of the rasing of the dispute). It is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.

#### **1.1.14 WORK AND PAYMENT DURING ARBITRATION:**

Work under the contract, shall if reasonable, continue by mutual agreement during the arbitration proceedings, and no payment due to or payable by the Singareni collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

#### **1.1.15 CORRESPONDENCE AFTER PLACING ORDER:**

After placing the order, correspondence related to issues regarding service contract, payments & penalties shall be made with the concerned mine only. In case the issues are not settled at Mine level, correspondence shall be made with the area CGM / GM concerned. In case the issues are not settled at area CGM / GM level, correspondence shall be made with GM (Material Procurement). In case the issues are not settled at GM



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(MP) level, correspondence shall be made with Director (Operations). In case the issues are not settled at Director (Operations) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site [www.scclmines.com](http://www.scclmines.com) for name and address phone number, and e-mail ID of Mine, area CGMs / GMs, CGM (Purchase), Director (Operations) and C&MD.

#### 1.1.16 BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, P.O or servant or any one on his or their behalf to any Officer, Servant, representative or P.O of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof. Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

#### 1.2.0 GENERAL TERMS AND CONDITIONS

1.2.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the Contract requires otherwise.

- i) **“Accepting Authority”**: - means the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- ii) **“Company”** or **“SCCL”** or **“The S.C.Co.Ltd.”** means The Singareni Collieries Company Limited. P.O. Adriyala project Area, Telangana, which shall employ the Contractor and within whose jurisdiction the is situated and the legal successors in title to the Company

The Company shall be represented by the following:

**a) Prior to the award of the Contract:**

By The General Manager, Material Procurement Department,  
The S.C.Co.Ltd., P.O. Kothagudem Collieries, Pin 507 101, Telangana  
Hereinafter referred to as GM (MP)

**b) After the award of the Contract:**

By The General Manager, APA Area.  
P.O. General Manager Office, Godavari Khani, Telangana,  
Hereinafter referred to as GM, APA Area.

- iii) **“Contract”** shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the Successful bidder together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work with rates and amounts.
- iv) **"Contract period"** : contract period is the 5 production yrs from the effective date or time duration of extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers whichever is earlier
- v) **“Contractor/Contractors”** – means the successful Bidder/Bidders who has /have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of Tender through the letter of acceptance or formal purchase order and shall include authorized representative of such individual or persons composing a firm or a Company or the successors of such individual, firm or Company, as the case may be.

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The Contractor or his representative is treated throughout the Contract Document as if he was a single person.

The existing laws in the area where the contract work is undertaken will be applicable to the Contractor.

- vi) "**Contract Value**" is the aggregate sum of amounts in INR equal to the product of "awarded price per tonne of coal extraction and total scheduled quantity in tonnes for item No.1" plus amount of item No-2..
- vii) "Annualized Contract Value" – means, the total sum arrived as under:  
 ("Contract value"/ contract period i.e., 5 years).
- viii) "Agreement" shall mean the agreement as may be entered into between SCCL and the Bidder selected through this competitive bidding process, for execution of the tendered work ("Work")
- ix) "**Day**" – means a day of 24 hours from midnight (00.00 hours) of the particular day to midnight (24.00 hours) of the next day.
- x) "**Drawings**" – means the drawings referred to in the specifications and any modifications of such drawings approved in writing by the GM, APA area or P.O Adriyala Longwall Project and such other drawings as may from time to time be furnished or approved in writing by the GM, APA area.
- xi) "**General Manager, APA area**"– means the General Manager employed by "The Singareni Collieries Company Limited", incharge of Adriyala project Area "The Singareni Collieries Company Limited, abbreviated as GM,APA area and means the officer authorized and appointed in writing by the Company to act as General Manager, APA Area for the purpose of the Contract.
- xii) "**Letter of Acceptance of Tender (LOA)**" – means the letter issued by the Company giving intimation to the Bidder that his Tender has been accepted in accordance with the provisions contained in that letter.
- xiii) "**Purchase order (P.O)**": is first official order issued by a SCCL to successful bidder buyer indicating types, quantities, and agreed prices for products or services along with terms and conditions".
- xiv) "**Materials**" – means the materials to be provided by the Contractor and material to be provided by the Company in accordance with the Contract.
- xv) "**Owner**" – means The Singareni Collieries Company Limited.
- xvi) "**Paying Authority**" – means any person who is appointed by the Company from time to time as Paying Authority for the work under the contract.
- xvii) "**Representative**"– means any resident assistant to the GM, APA area appointed from time to time as GM, APA area's representative for the Contract with the Contractor being intimated in writing of the same by the GM, APA area.The GM, APA Area's representative (The P.O, ALP unless otherwise informed) shall be entitled to perform any of the powers and authorities of the GM., APA area vested in him by the latter. The GM.APA's Representative is treated throughout the Contract Document as if he was single person.
- xviii) "**Statutory personnel**" – means any person or official possessing required qualification and experience required as per DGMS stipulations to carryout statutory inspections under CMR, 2017, Mines Rules, 1966 and Mines Act, 1952.

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- xix) **“Schedule of Rates”** – means the standard schedule of rates prescribed by the Company and the amendments thereof issued by it from time to time.
- xx) **“Work Site/ Site”** – means the lands and other places on, under, in surface or underground in/through which the works are to be executed or carried out and any other lands or places provided by the Company for working space or any other purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the work site/site.
- xxi) **“Sub-contract”** – means the person or persons to whom any part of the Contract has been sublet with the consent in writing of the GM, Mandamarri area and includes their authorized representatives, successors and permitted assignees. Sub-Contractor includes only those having a direct contract with the Contractor.

The existing laws in the area where the Contract work is undertaken will be applicable to the Sub-Contractor. However, the MOU entered by a PSU shall not be considered as sub-contracting.

- xxii) **“Temporary Works”** – means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- xxiii) **“Work”** - means the works required to be executed in accordance with the 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 GM, APA area or P.O, Adriyala Longwall project has become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

**“Work”** of the Contractor or Sub-Contractor includes Labour or material or both.

- xxiv) **“Written Notice”** – means 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 Contractor’s firm or to an officer of the Company or Corporation for whom it is intended, or if delivered to or sent by registered mail/courier service to the last business address known to him who gives the notice.
- xxv) **“Management Committee”** means the committee formed for smooth execution of the contract which shall comprise the representatives of SCCL and the successful bidder. The Management Committee shall be formed before signing of contract agreement. The Management Committee shall function at three levels viz., mine level, area level and corporate level.

Issues pertaining to site plans, specifications, measurements, manner of execution or anything connected with the work, not specifically provided for herein under or in respect of meaning of any clause of the terms and conditions of order/agreement or any disputes arising during the execution of the contract shall be referred to the Management Committee.

- a) Corporate Management Committee from SCCL shall be the Director (Operations), Director (Finance), Director(P&P), Director(E&M), GM(MP) and concerned Area GM. The members of successful bidder shall be the Managing Director (Executives), Managing Director (Finance) and the Project Manager. The Management Committee shall hold regular meetings at every 6 months or earlier if necessity dictates. The unanimous decision of the Management Committee shall be binding on both parties.
- b) On a monthly basis or earlier if necessity dictates, meetings shall be held at Project site between SCCL Management and the successful bidder to discuss project related issues, technical aspects, planning and development strategies. Any aspect not resolved at this level shall be referred to the Area level Management Committee. Members of the Area Management Committee shall be from SCCL side Area GM, Area Engineer, **PO / P.O ,ALP** and from successful bidder’s side Project Manager & Engineering In-charge.

xxvi) **“Bidder/ Bidding Company” means**

“Bidder/ Bidding Company” shall mean the single registered corporate entity or Joint Venture or consortium of companies that has submitted its Bid in response to this NIT. In case Bidder is Joint Venture, it shall be formed by maximum of three partners. However, a company in the JV cannot participate in this NIT as a member in any other JV, in which case, all such JV Companies shall be declared disqualified. Bidder includes a single entity, a JV and a Bidding consortium, who is participating in this bidding proces

**“Bidding Consortium/JV”:** If the Bid for the proposed work has been made by more than one company, then this group of companies is referred to as the Bidding Consortium/JV. Bidding Consortium/JV can be of maximum three members.

**“Member in Bidding Consortium/JV”:** Each individual company in the Bidding Consortium/JV is referred to as a Member in the Bidding Consortium/JV. A member in the Bidding consortium/JV cannot participate in this NIT as a member in any other Bidding Consortium/JV, in which case, all such consortiums shall be declared disqualified.

**“Lead Member of the Bidding Consortium/JV:** “Lead Member” in case of Bidding Consortium/JV shall mean the member of the Consortium/JV who is so designated by the Bidding Consortium/JV Members and meets the financial qualifications for the Consortium/JV. Lead Member in case of a Bidding Consortium/JV shall be the partner who holds at all times a minimum of 51% of the equity/capital of the Bidding Consortium/Joint Venture. All members in the Consortium/JV shall be jointly and severally responsible for all liabilities including financial, legal, environmental and technical liabilities on behalf of the Bidding Consortium/JV.

xxvii) **“ROM Coal”** means Run of Mine coal from the ALP Mine.

xxviii) **“Sampling Standards”** means sampling and testing standards for Coal in accordance with the procedure laid down in BIS (436 Part I / Sec I), 1964, for Manual Sampling , BIS (436 Part I / Sec 2), 1976, for Mechanical Sampling and BIS (1350 Part I), II revision, 1984, for Proximate Analysis respectively. Method of **sampling** shall be decided by SCCL.

xxix) **“Site Strikes”** means any strike or other industrial action which materially affects the ability to perform the Work;

xxx) **“Standard mining conditions”** means *the set of mining conditions under which the contract is expected to be executed by the successful bidder. The standard mining conditions are detailed in as Chapter- 6. The application of penalties shall be governed by the standard mining conditions specified*

*In case of any doubt on whether a condition or event falls under the scope of the standard mining conditions or not the same shall be referred to the management committee for decision.*

xxxi) **“Sub-Contractor”** means Successful bidder’s sub-contractor approved by SCCL.

xxxii) **“Technical Information”** means all copyright, patents, designs or other intellectual property rights, techniques, process and know how of SCCL or contractor as the case may be.

xxxiii) **“Bank Guarantee”** shall mean the Bank Guarantee to be provided by the bidder to SCCL.

xxxiv) **“Date of commencement of Contract”** shall mean that the contract work is to be commenced within 30 days from the date of order or 15 days of handing over the site which ever later. This date is referred to as **“effective date”**.

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- xxxv) “**DGMS**” means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.
- xxxvi) “**Certified (First and Second Class) Manager**” means the person **nominated** by SCCL in accordance with the requirements of Applicable Laws and Regulations, and is in sole charge, subject to the direction, supervision and policies of SCCL and the provisions of this NIT/Project Agreement;
- xxxvii) “**Longwall equipment**” : Longwall equipment means the PRS, AFC, Shearer, BSL ,Gate belt conveyor, FBLs,and other electrical and mechanical ancillairy machinery defined in the contract.
- xxxviii) “**Development**” means the extraction of series of roadways parallel to each other and also at angles forming blocks of coal to support super-incumbent strata, in order that their network reach pre-determined boundary.
- xxxix) “**District**” or “**Panel**” means independent blocks of coal connected at one end to the main arterial transport and ventilation networks and at the other end extending up to the boundary or barrier of the adjacent district with the barrier extending on the other two sides of the district. The district is as such an independent production unit in an underground mine.
- xl) “**Final Acceptance**” shall mean the owner’s written acceptance of the works performed under the contract after successful completion.
- xli) “**Designated transfer point**” means the point in underground where the coal is discharged from Gate belt conveyor to trunk belt conveyor at where Successful bidder shall transfer the coal to SCCL under this agreement.
- xlii) “**Base date**” is the reference date for application of annual price escalation. The tender closing date shall be the base date.
- xliii) “**BCM (bcm)**” means bank cubic metre.
- xliv) “**BIS**” means the Bureau of Indian Standards or any successor or any other similar organization mutually agreed to by the Parties,which performs substantially the same role as that currently performed by the Bureau of Indian Standards.
- xlv) “**Month**” shall mean a calendar month according to the Gregorian calendar.
- xlvi) “**Quarter**” means a period of 3 consecutive months starting from 1<sup>st</sup> day of the month till the last day of the 3<sup>rd</sup> consecutive month. For eg: 1<sup>st</sup> April to 30<sup>th</sup> June. However, if the contract commences in the middle of the month, then the 1<sup>st</sup> quarter will be from the date of commencement till the last day of the 4<sup>th</sup> consecutive month thereafter.
- xlvii) “**Annual Contracted Quantity**” or “**ACQ**” means the quantity of Coal to be delivered annually by the successful bidder to SCCL which shall be equal to the quantity specified for the respective APP(s).
- xlviii) “**Quarterly Contracted Quantity**” or “**QCQ**” is the quantity of coal to be delivered by the successful bidder at designated delivery point in an operating quarter.
- xliv) “**Annual Production Period (APP)/Production year**” shall mean 305 working days starting from 1st day of the succeeding month immediately following the date of commencement of production with Long wall Equipment. Incase of stoppages for which

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SCCL is responsible and for the reasons stated in standard mining conditions indicated at chapter 6, working weekly rest days and public holidays will be allowed to compensate such stoppages. Stoppages of less than one hour shall be disregarded entirely for the purpose of accumulation. One day of additional work shall be allowed for every 20 hrs of stoppages accumulated. The actual hours worked on any Sunday or a Public holiday will reduce the accumulated hours of stoppages on 'hour by hour' basis. However, if there are no accumulated working hours lost and still weekly rest days and public holidays are allowed to work with mutual consent the same will be treated as working day for the purpose of Production. Every APP therefore shall last for 305 working days from commencement plus any extensions as provided in the sub clause till accumulated hours of stoppages are made zero. Each of the subsequent APPs shall commence on the expiry of the previous APP.

However, In case of stoppages for which the contractor is responsible, working on weekly rest days and public holidays will not be considered to compensate such stoppages

**Time required for shifting of the equipments from one panel to another panel i.e salvage and commissioning time and time period required for overhauling the equipments shall be included in the APP.**

**The targeted production for the respective APPS in which the salvage and overhauling operations are scheduled to be done (1<sup>st</sup> APP and 3<sup>rd</sup> APP) are reduced to that extent.**

- i) **A "Hindrance Register"** shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of Contact execution.
- ii) **"Mine Safety Management Plan"** means the mine safety management plan as approved by the Colliery Manager in accordance with Coal Mines Regulations 2017(CMR 2017) which shall comprise of standing order / safe operating procedures for various equipment deployed by the successful bidder and various activities incidental to the execution of the contract..
- iii) **"Depillaring"** means extraction of coal blocks formed after development of gate road ways with a reasonable percentage of recovery of coal, leaving void underground. The method of depillaring extraction should be approved in writing by DGMS.
- iiii) **"Specification"** shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

### 1.2.2 SECURITY DEPOSIT

Security Deposit is the guarantee kept with the Company during the contract period. Security deposit is intended to secure the performance of the entire Contract. Security Deposit shall consist of two parts;

- i) Performance Bank Guarantee to be submitted on award of work and
- ii) Retention Money / Further Security Deposit (FSD).

The security deposit shall bear no interest. The EMD paid by the successful Bidder shall be returned by the company on submission of PBG as detailed at clause no.1.1.1 (II). Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the EMD.

**1.2.3 Retention Money** shall be deducted to the extent of 1 % from running bills.

**1.2.4 Refund of the Security Deposit**

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Performance Bank Guarantee shall be refunded within 60 days of the issue of Contract completion certificate by SCCL and the Retention Money will be refunded annually as mentioned at clause no.1.2.41. The refund of Performance bank guarantee and Retention money shall be subject to company's right to deduct/ appropriate its dues against the Contractor under this contract or under any other contract.

### 1.2.5 Liberty to Deduct Dues:

The security deposit shall remain at the disposal of the Company as security for the satisfactory execution and completion of the work in accordance with the terms and conditions and technical specifications specified in the Tender Document and the Work Order.

In the event of failure by the Contractor to fulfill the Contract requirements, the Company shall be at liberty to deduct/appropriate from the Security Deposit such sums which 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 be restored by further deduction from the Contractor's subsequent running on account bills, if any.

In the event of invoking of Bank Guarantee due to any reasons what so ever, the same shall be replenished within 15 days of invocation.

The refund of the Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this Contract or under any other Contract and shall be also governed by clause 1.2.4 & 1.2.45.

### 1.2.6 SCOPE AND TIME SCHEDULE OF WORK:

The scope of work in detail is given in Chapter-3 of this Tender Document.

### 1.2.7 SCHEDULE OF WORKS:

Time is the essence of the Contract and as such all works shall be completed within the time stipulated in the Tender Document.

- i) **Date of Commencement:** The successful Bidder shall commence the work within 30 days from the date of order or with in 15 days of handng over the site which ever later and this date is considered as 'Effective date'.
- ii) **Period of contract:** The period of Contract, unless extended, will be **Period** of 5 proudctio yrs from the effective date or time period of extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers which ever is earlier.

The contract shall be co-terminus with the then Longwall Panel under extraction

- iii) **Date of completion :** The date of completion of contract shall be deemed to be the date on which:
  - a) The Company is officially intimated of the completion of extraction of specified quantity of coal and
  - b) The PO, ALP accepts the same as being completed as per the scope of work, which would be deemed to include all the variations required/permitted to be made by them.

### 1.2.8 PROGRAMME TO BE FURNISHED:

Within 30 (thirty) days of the date of issue of the Letter of Acceptance, the Contractor shall furnish to the GM, ..... area and obtain his approval for detailed production schedule of activities or Annual operation Plan for the extraction of coal with LW technology, for the entire contract period for achieving the total guaranteed production duly incorporating month-wise, quarter wise (QCQ) and year wise targeted coal production (ACQ) and other schedules. The schedule submitted by

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the Contractor, along with any adjustments thereof as may be suggested by the GM, APA area, shall be the mutually agreed schedule and that will form part of the contract.

### 1.2.9 EXTENSION OF TIME OF COMPLETION:

The events that shall fairly entitle the Contractor to request the company for an extension of time are as follows:

- i) Force Majeure as per clause 1.2.71 thereof
- ii) Serious loss or damage by fire.
- iii) Non-availability of stores, which is the responsibility of the Company to supply, as per Contract.
- iv) Delay on the part of the contractors or tradesman engaged by the Company, not forming part of the Contract, holding up further progress of the work.
- v) Delay in supply of tools and plant to be made available by the Company.
- vi) Any modified or additional work:  
The time for completion as per the original contract shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the GM,APA Area.
- vii) Suspension of work, if the works are suspended for any reason other than any default on the part of the Contractor.
- viii) Any other causes which, at the sole discretion of the GM,APA area is beyond the control of the Contractor.

A Site Register shall be maintained by both the P.O,ALP and the Contractor at the site to record various hindrances, as stated above, encountered during the course of the execution of works related to (i) extraction of coal with Lw tech

The Contractor shall request the Company in writing for extension of time within 15 (fifteen) days of the happening of such event causing delay stating, also, the period for which extension is required. The Company may, considering the genuinity of the request, grant a reasonable extension of time for the completion of the work. Such extension shall be communicated to the Contractor in writing by the GM, APA Area within 30 (thirty) days of the date of the receipt of such request.

The decision of the GM, APA area, about whether the grounds shown for the extension of time are reasonable or not, shall be final.

Provisional extension of time may also be granted by the GM, APA Area during the course of the work, on written request for extension of time within 30 (thirty) 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 the Contractual terms. 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 Company or of both. The extension shall have to be by both party's agreement, express or implied.

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 GM, APA.area or P.O,ALP.

### 1.2.10 Panel wise reserves: The reserves given here are only tentative.

Panel	Reserves in LT
LW panel-3	34.6 LT
LW panel-3	36.0LT
Total	70.6 LT

**APP wise quantities for the extraction of coal with longwall technology: The qunaities given here are only tentative.**



APP	Production Target (LT)
1	10.0 LT
2	17.0 L T
3	10.0 L T
4	17.0 L T
5	16.6 L T
<b>Total</b>	70.6 LT

### 1.2.11 DELIVERY OF COAL

- (i) The successful bidder shall deliver the Annual Contracted Quantity (“**ACQ**”) of Coal as per the above clause.
- (ii) At least 60 (sixty) days before any Operating Year, SCCL shall intimate the contractor of the quantity of Coal to be transferred to SCCL in such operating year, provided that SCCL may increase or decrease the ACQ for any operating year by 10% from the quantity agreed for the respective year. The agreed ACQ upto +/- 10% of original ACQ shall be the “ACQ” for that year. However, the net effect of such changes in ACQs shall be limited to +/-10% of total guaranteed production of the contract. If there is demand of coal and contractor is ready to excavate more than 110% of the ACQ, SCCL will permit the Bidder to extract more coal without any cap on the upper limit of ACQ.
- (iii) The contractor may also alter ACQ to be delivered in an Operating Year by giving at least 60 days notice to SCCL. Such notice may be served provided that the contractor may not increase or decrease the ACQ by more than 10% (ten percent) in an Operating Year. Any deviation resulting in lower delivery of Coal by the contractor than the permitted 10% deviation shall attract Penalties as described in **Clause No. 1.2.13 (i)**. However, the excess coal delivered over and above the ACQ will be carried forward to subsequent Operating years for the purpose of application of penalties as described in **Clause no. 1.2.13 (i)**.

### 1.2.12 PENALTIES :

#### i. PENALTIES FOR SHORTFALL IN PRODUCTION WITH LW

- a. In case, the Contractor fails to extract the agreed quarterly contracted quantity (which shall be proportionate to guaranteed ACQ as per the mutually agreed schedules submitted vide clause 1.2.8 hereof), SCCL shall impose commitment charges / Liquidated Damages for the shortfall in production below the level of 90% of the targetted production as per following rates of awarded price per ton on the shortfall of production below 90%.

SNo	Actual Production in terms of % of scheduled quarterly target	Liquidated Damages to be Deducted
a	More than or equal to 90% of target	Nil
b	Less than 90 and upto 80% of target	5% of the rate on the shortfall of production below 90%.
c	Less than 80% and upto 70% of quarterly target.	“b” as above + 10% of the rate on the shortfall of production below 80%.
d	Less than 70% of quarterly	“b” & “c” as above +

	target.	15 % of the rate on the shortfall of production below 70%.
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Note: If the performance of the contractor is consistently below 70% continuously for 06 months i.e 02 quarters, SCCL reserves the right to terminate the contract.

- b. Payment for coal production during commercial production period will be made monthly. Liquidated Damages will be levied quarterly for Quarterly contracted quantity (QCQ) and the final adjustment will be made on the basis of ACQ in that particular APP.
- c. The aggregate of such **commitment charges / Liquidated Damages** shall not exceed 15 %( fifteen per cent) of the contract value of extraction of coal with longwall technology.
- d. SCCL shall adjust the amount of commitment charges / Liquidated Damages against the bills submitted by the Contractor and/or any payment to be made to the contractor by SCCL. SCCL will also be at liberty to encash the performance bank guarantee provided by the Contractor for realizing the commitment charges / Liquidated Damages and the said amount shall be replenished subsequently by the contractor.
- e. The Company may, without prejudice to any other method of recovery, deduct such amount from any money due to or which may become due to the Contractor in other works being executed at SCCL. The deduction of such an amount shall not relieve the Contractor from his obligation to complete the works or from any other of his obligations and liabilities under the Contract.
- f. Commitment charges / Liquidated Damages shall be for the delays directly attributable to the Contractor and exempted for force majeure conditions vide clause 1.2.71 hereof, subject to documentary evidence.
- g. If the total guaranteed production is completed within the scheduled completion period, including force majeure conditions, the penalties so recovered will be refunded along with the final bill.
- h. In case the total guaranteed production is completed during the extended period with LD, the recovered LD will not be refunded.
- i. Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the contractor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/invoice or any other dues.

### 1.2.13 Waiving off of Penalties:

The Company may, at its sole discretion, waive the penalty imposed on a request received from the Contractor, indicating valid and acceptable reasons, if the Production from the Longwall is completed within the date as specified in Contract/work Order or validity extended date. In the case of such waiver, if any amount has already been deducted from the Contractor, the same shall be refunded along with the final payment as **per clause 1.2.45**. Such refunded amount shall, however, not carry any interest.

### 1.2.14 ~~Engaging other agencies:~~

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~~If the progress of the work or of any part of the work as per clause 1.2.8 is unsatisfactory, after giving the Contractor 15 days' notice in writing, to complete the backlog / residual work, and the contractor failing to do so, GM, ..... area shall be entitled to arrange, either wholly or partly, by employing another Agency for the job, even at higher rate, or by workmen of the Company debiting the total cost involved in engaging one or more Agencies for the job or in executing the work by workmen of the Company, as the case may be, to the Contractor. The GM, ..... area's decision regarding the quantum of cost for the work so done, even if it is more than the Contractor's agreement value for the work, and the certificate issued by him for the purpose shall be final and conclusive.~~

### **1.2.15 INSURANCE:**

#### **i. Insurance against accident to workmen:**

The Contractor shall, at all times during the currency of the Contract, indemnify the Company against all claims, damages or compensation in consequence of any accident or injury to any workman or other person in the employment of the Contractor/ any sub-contractor in the Contractor's employment, under the provision of the Workmen's compensation Act or any other law relating thereto and shall take out an insurance policy covering all risks, claims damages, compensation, proceedings, cost charges and expenses, whatsoever in respect thereof, payable under the same.

Provided always that in respect of any persons employed by any sub-Contractor in the Contractor's employment, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor has insured such that all the Contractor's obligation under this clause are fulfilled.

The Company shall not be bound to contest any claim made against it under section 12, sub-section (1) of the Workmen's Compensation Act, except on the written request of the Contractor or upon his giving to the company full security for all costs for which the company might become liable, in consequence of contesting such claim.

#### **ii. Insurance Policies to be pledged/ shown to the Company**

The Contractor shall take out the various insurance policies required vide this clause with an insurer in India in terms approved by the Company (such approval shall not be unreasonably with-held). He shall deposit with the company the insurance policy (ies) required vide clause 1.2.16 (i) and the other policies required vide this clause and also receipts of all such insurance policies.

The Contractor shall ensure that the insurance policies are kept alive till the full expiry of the Contract by timely payment of premium and are not to be cancelled without the approval of the Company. A provision to this effect shall be made in all insurance policies taken out by him and similar insurance policies taken out by his sub-contractors, if any. The cost premia shall be done by the Contractor or his sub-contractors, as the case may be, and they shall be deemed to have been included in the tendered rate.

#### **iii. Remedy on Contractor's failure to insure:**

In the event of Contractor's failure to effect and keep in force any of the insurance policies referred to hereof or any other insurance which he may be required to effect under the terms of the Contract then, and in any such cases, the Company can effect and keep in force any such insurance policies and pay such premium or premia as may be necessary for the purpose and from time to time deduct the aforesaid amount so paid by the Company from any moneys which may become due to the Contractor or recover the same as a debt due from the Contractor.

### **1.2.16 PLANT, MATERIALS & OTHER FACILITIES:**

The Contractor shall be solely responsible to arrange, supply and provide, at his own expense, all the installation works, construction works, temporary works, stores and materials (both for temporary and permanent works), save as mentioned hereunder, labour (including the supervision thereof), transport to or from the site and in and about the works and other things of

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every kind required for carrying out extraction of coal. This contract is to include all labour, material, moulds, tools, implements, consumables/spares for maintenance and every other thing necessary for carrying on and completing the extraction of guatanteed quantity in conformity with the plans and specifications (herewith attached) and with such additional drawings descriptions and instructions as may from time to time be furnished while work is in progress.

Provided that,

- The equipment and machinery used for each operation should confirm to stipulations as per DGMS requirements and also as per relevant conditions mentioned in Coal Mines Regulations, 1957 and other laws applicable to coal mines.
- The contractor should use only DGMS approved equipments complying with all the requirements.
- All the electrical installations shall satisfy the requirements of CEAR, 2010 (Central Electricity Authority Rugulations,2010)
- The contractor shall also arrange to obtain necessary approvals / exemptions required for execution of the works, from DGMS / other statutory authorities.
- SCCL shall provide necessary possible assistance.

The Company does not undertake any responsibility for the supply of any materials to the contractor except for certain specified items, at the rate indicated there in. The materials to be supplied by the Company shall be issued at the main stores, colliery stores/ stockyard only.

Any damage or loss of the equipment supplied by SCCL during execution of work, the loss should be borne by the contractor either by way of repairing damaged equipment *to the satisfaction of SCCL* or replacing the same with new equipment. If any material required for work in the obligation of the contractor, is not available with the contractor and is available with SCCL, the contractor can take the material from SCCL on applicable charges and the amount will be recovered from the payments to the contractor.

#### **1.2.17 Plant, temporary works & materials**

##### **~~i) Purchase/Supply of Long wall by Contactor~~**

~~Contractor has to operate and maintain SCCL Long wall along with its back up arrangements, accessories, electrical and spares for execution of the contract.~~

~~The Long wall along with its back up arrangements, accessories, electricals and spares which is to be purchased or supplied by the Contractor shall be suitable to work as per the technical specification and scope given in this Tender document.~~

~~The back up arrangements should be of matching capacity which includes Shearer, Powered roof supports, AFC, BSL and other ancilliaries, other Electricals including Gate end boxes and connected cables etc.~~

~~All the above equipments of the Longwall package should be of electrically driven.~~

##### **~~ii) Exclusive use of plant, etc., for the works.~~**

~~All the installation works, construction works, temporary works, **plant and** materials provided by the Contractor (such as Shearer, Powered roof supports, AFC, BSL and other ancilliaries, other Electricals including Gate end boxes and connected cables etc. erection tools, machine tools, power tools, tackles, hoists, cranes, cables, slings, skids, welding machines, instruments, materials & supplies required for unloading, transporting, storing testing & commissioning that may be required to accomplish the extraction works) shall, when brought to the site, be deemed to be exclusively used for the and completion of the works and held in lien by the Company and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the concerned GMs of the areas which shall not be unreasonably withheld.~~

~~In case the Contractor obtains any plant, equipment and / or materials directly from the Company under the provisions of the Contract or under any permits or licenses issued by the Government~~

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~~through or on the recommendations of the Company, the same shall be used by him solely for the purpose of the Contract. Permits and licenses of a temporary nature necessary for the execution of the works shall be secured by the Contractor. The Contractor shall pay all royalties, rents, taxes, licenses and permit fees, etc.~~

~~The Contractor shall bear the cost of loading, transportation to the site, unloading, storing under adequate cover as may be necessary for the proper storage and use of all plant, equipment and materials.~~

~~All charges on account of Octroi, terminal or tax and other duties on plant, equipment and materials obtained for works from any source shall be borne by the Contractor.~~

### ~~iii) Approval of materials etc. not implied~~

~~The operation of sub-clause (i) hereof shall not be deemed to imply any approval by the G.M, ..... area or P.O, ..... Incline, of the materials or other matter referred to therein nor shall it prevent the rejection of any such materials at any time by the GM, ..... Area.~~

### ~~iv) Removal of installations etc.~~

~~On completion or on termination of the Contract and on complete recovery of all types of advances paid by the Company, if any, the Contractor with due permission of the P.O, ALP, APA shall be entitled to remove at his expenses from the site all the said installations works/construction works/temporary works remaining thereon and all surplus materials originally brought by him to the site, and upon such removal the same shall become the property of the Contractor. The conveyor belts, monorail/high capacity haulage equipment and electrical equipment, for which company has paid the amount as quoted by the successful bidder, the owner ship lies with SCCL.~~

~~Any surplus materials issued by SCCL, remaining after completion or termination of the Contract, shall be returned by the Contractor at his cost to the place of the issue and the G.M APA area shall accept the same at rates not exceeding the rates at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused to the materials during the custody of the Contractor. In the event of the Contractor failing to return the surplus materials out of those supplied by SCCL, the G.M, APA area may, by giving notice in writing, require the Contractor to pay, in addition to any other liability that the Contractor might incur in this regard, double the issue rates for such surplus materials, which are not returned, or 115% of the prevailing market rate including sales and other taxes during the period of the work, whichever is more.~~

### ~~v) Company not liable for damage to plant etc.~~

~~The Company shall not at any time be liable for the loss of, theft or damage to any of the said installation works/construction works/ temporary works or materials during this period of contract, for which the responsibility shall lie entirely on the Contractor, as mentioned in clause 1.2.54 and 1.2.71 hereof.~~

### ~~vi) Supply of support materials and cement etc.~~

~~The Company shall not supply the required roof support items such as bolts, girders, bars, arches, resin capsule etc. except the materials as mentioned in chapter-4.~~

### ~~1.2.18 Materials (including Coal/Stone/Muck) obtained from extraction of coal:~~

~~All materials including Coal/Stone/Muck obtained from extraction at the site, in the course of execution of the work, shall be the property of the Company and the same may be issued to the Contractor, if required for use in the works, at the discretion of the GM, APA area.~~

~~If any material is not available with the contractor and is sparable by SCCL, the contractor may raise a requisition to provide the same on chargeable basis at applicable rates as on that day.~~

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#### **1.2.19 Other facilities:**

Land for Contractor's office, stores, temporary housing, etc. will be provided by SCCL as per provisions of ~~Chapter-4 and~~ no rent shall be charged for the land made available for this purpose.

#### **1.2.20 SETTING OUT:**

##### **Possession of site:**

~~Save in so far as the contract may prescribe, the extent of portions of the site which the contractor shall be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in contract as to the order in which the works shall be executed, the company shall, with the GM, APA area's written order to commence the works, give to the contractor possession of as much of the site as may be required to enable the contractor to commence and proceed with the Programme, referred to in clause 1.2.8. Otherwise in accordance with such reasonable proposals of the contractor as he shall make, by notice in writing to the GM, APA or PO, ALP and shall from time to time, as the works proceed, give to the contractor possession of such further portions of the work site as may be required to enable the contractor to proceed with the extraction works in accordance with the said Programme or proposals (as the case may be).~~

~~The extraction, pumping, ventilation, coal transport arrangements and other activities being undertaken for the purposes of SCCL shall not be hampered/intervened by the contractor during extraction works. Any modification or coordination in this regard shall be discussed and finalized with the PO, ALP.~~

~~If the Contractor suffers delay from the failure on the part of the Company to give possession of portion of the site, in accordance with the terms of this clause, the GM, APA Area shall grant an extension of time for the completion of the works.~~

#### **1.2.21 Expenses for way-leaves:**

~~The Contractor shall bear all expenses and charges for special or temporary way-leaves required by him in connection with access to the site, disposal of coal/muck from the site and any other purpose connected with the tender.~~

#### **1.2.22 Usage of necessary instruments, data, etc: \_\_\_\_\_**

~~The contractor shall be responsible for and shall have all necessary instruments, appliances and labour for the correct and proper setting out of the works including therein the correctness of the positions, reduced levels, verticality, dimensions and alignment of all parts of the work and marking out the correct layout with reference to the permanent bench mark and reference lines. The basic reference lines and one permanent benchmark shall be given, by the P.O, ALP, APA in writing, to the Contractor as basic data.~~

~~The survey and drawing instruments, plumb lines, reference points and bench marks etc. used by the Contractor shall be to the satisfaction of the P.O, ALP, APA.~~

~~If at any time during the progress of the works any error appears in the position, levels, direction, dimensions or alignment of any part of the works, the Contractor, on being required to do so by the P.O, ALP, APA shall, at his own expense, rectify such error to the satisfaction of the P.O, ALP, APA. Where as such error is based on incorrect data supplied in writing by the P.O, ALP, APA. The expense of rectifying the same shall be borne by SCCL.~~

~~The checking of any setting out or any line or level by the P.O, ALP, APA shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the works.~~

#### **1.2.23 QUALITY ASSURANCE – MATERIALS & WORKMANSHIP:**

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~~The Contractor shall carry out and complete the works in every respect in accordance with the Contract and assure the quality of all works as per the norms/guidelines laid down therein and any follow-up design drawings provided by the GM, APA area or P.O, ALP for the work. The Contractor shall ensure that the work conforms strictly to the specifications and drawings of the Contract and to any further drawings, detailed instructions/directions in writing that the GM, MMi area or PO,ALP may issue, from time to time, 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.~~

~~The Contractor shall be responsible for correct and complete execution of the work in a workman-like manner with specified materials, which shall be in conformity with the specifications/schedule of work as per the Contract. The materials shall be subject to the approval of the Company and the Contractor shall furnish proof to satisfy the GM, APA area or P.O, ALP of the same, if so required by the later.~~

~~All items to be purchased from the market by the Contractor including items like Cement and Steel shall be procured from such manufacturers who hold valid licenses conforming to relevant BIS standards for manufacturing such items, whenever such standards existed, and from reputed manufacturers in other cases.~~

~~The Contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples for testing for the approval of the P.O, ALP, APA , who, if the same is acceptable to him, shall approve it promptly.~~

~~On receipt of the samples as per schedule, the P.O, ALP, APA shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specifications and complying with the requirements as per Contract documents. The Contractor shall not start bringing materials to the site unless the respective samples are approved and shall thereupon bring only materials conforming to approved samples to the site.~~

~~Samples for testing are to be supplied by the Contractor at his own cost. The cost involved in such testing of samples, too, shall be borne by the Contractor. Even if any test is ordered by the GM, APA area or P.O, ALP, to be carried out by any independent person or agency at any place other than the site, 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 by the Contractor within a fortnight at his own cost.~~

#### **~~1.2.24 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 P.O, ALP, APA 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 by the P.O, ALP, APA and the Contractor shall erect and maintain at his own cost temporary weatherproof 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.~~

#### **~~1.2.25 Workmanship:~~**

~~Save in so far as is legally or physically impossible, the Contractor shall execute, complete and maintain the works strictly in accordance with the Contract, to the satisfaction of the P.O, ALP and shall comply with and adhere strictly to their instructions and directions on any matter (Whether mentioned in the Contract or not) touching or concerning the works.~~

#### **~~1.2.26 Access to the works:~~**

~~The GM, APA area or P.O, ALP or Manager of the mine encompassing the work site and statutory authorities shall at all times have access to the works, workshops and places where work is in progress or from where raw materials or manufactured articles are being obtained for~~

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~~the works and the Contractor shall afford every facility and assistance in or for obtaining the right to such access.~~

#### **~~1.2.27 Inspection of works:~~**

~~All works, under execution/ completed by the Contractor in pursuance of the Contract, shall be open for inspection and supervision at all times by the Col Manager or P.O, ALP, APA , who shall afford every facility and assistance in the same.~~

~~All works shall also be opened for inspection at all times to the P.O/Manager of the Mine or statutory authorities who shall satisfy themselves that the safety and all other aspects of the works are as per the prevailing provisions of the Mines Act, 1952 Coal Mines Regulations CMR, 1957 and other rules, regulations & bylaws framed there under. Any deficiency noted during such inspections shall be pointed out to the Contractor through the P.O, ALP, APA and the Contractor shall take all the necessary steps to urgently rectify the same to the satisfaction of the P.O/Manager of the mine.~~

#### **~~1.2.28 Examination of work before covering up:~~**

~~No work shall be covered up or put out of view without the approval of the P.O,ALP, APA and the Contractor shall afford full opportunity to the P.O, ALP, APA to examine 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 in writing to the P.O, ALP, APA whenever any such work is ready or about to be ready for examination and the P.O, ALP, APA shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining such work.~~

#### **~~1.2.29 Uncovering and making openings:~~**

~~The Contractor shall uncover any part or parts of the works or make openings in or through the same as the P.O, ALP, APA may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the P.O, ALP, APA . If any such part or parts has/have been covered up or put out of view after compliance with the requirements of this clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings or reinstating and making good the same shall be borne by the Company but in any other case all such expenses shall be borne by the Contractor.~~

#### **~~1.2.30 Urgent repairs:~~**

~~If by reason of any accident or other event occurring to, in or in connection with the works or any part thereof, either during the execution of the works or during the defects Liability Period, any remedial or other works or repair shall in the opinion of the GM, APA Area or P.O, ALP, APA be urgently necessary for security and the Contractor is unable or unwilling to do such work or repair at once, the Company may, with its own or other workmen, do such work or repair as the GM, APA Area or P.O,ALP, APAmay consider necessary. If the work of repair, so done by the Company, is work which, in the opinion of the GM,APA or PO,ALPthe Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Company in so doing shall, on demand, be paid by the Contractor to the Company or may be deducted by the Company from any moneys due or which may become due to the Contractor. Provided always that the GM, APA area or P.O, ALP (as the case may be) shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.~~

#### **~~1.2.31 Power to reject materials and work:~~**

~~The Company shall have full powers to reject any materials or work owing to a defect therein for any of the following reasons:~~

- ~~i) Materials not of the required quality and standard;~~
- ~~ii) Work not conforming to the required specifications;~~
- ~~iii) Poor workmanship;~~
- ~~iv) Work not in accordance with the sample approved by GM, APA area or P.O, ALP~~



**1.2.32 Power to terminate Contract:**

Notwithstanding anything mentioned above/herein, the Company reserves the right to terminate the order with immediate effect without assigning any reason, if the Company is of the opinion that the works are not being conducted/carried out as per the order terms and conditions and the Company shall be the sole judge in this regard.

The Company may also terminate the Contract in case the work has to be stopped owing to the imposition of, or change, in any law by the Government. The work will be terminated and payments will be made only for the portion of the work executed on the principle of quantum merit.

**1.2.33 Removal/Repair of Improper Materials/Work:**

The GM, APA area or P.O, ALP shall during the progress of the works have the power to order in writing, from time to time, of

- i) The removal from the site of any materials, which in the opinion of GM,APA or PO,ALP are not in accordance with the Contract/ Work Order/ approved sample,
- ii) The substitution with proper and suitable materials, and
- iii) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of materials or workmanship is not in accordance with the Contract.

The Contractor shall forthwith replace the materials/remedy the defect at his own expense and no further work shall be done pending such replacement of materials/rectification of work, if so instructed by GM, APA area or P.O, ALP

In the case of default on the part of the Contractor to remove and replace defective material lying at the site or to comply with any other instruction of the GM, APA area or P.O, ALP made under the provisions of this clause within 10 days after issue of notice by GM, APA area or P.O, ALP . GM, APA area or P.O, ALP shall be at liberty to dispose off such material in any manner and procure the proper materials for replacement and/or to carry out the rectification(s) in any manner considered advisable under the circumstances or to employ any other agency(ies) to carry out the same without any further written notice to the Contractor and the entire expenses consequent thereupon & for the delay for such procurement/rectification shall be borne by the Contractor.

In the case of default on the part of the Contractor to rectify the defects in any items of work, executed by the Contractor, which are unsatisfactory or not according to the specifications laid down in the Contract/work order, within the time and in the manner specified by GM, APA area or P.O, ALP the work shall be redone or rectified by the Company at the risk and cost of the Contractor.

**1.2.34 Devaluation of Materials and work:**

~~In lieu of rejecting any item of work done/materials supplied which is not in conformity with the Contract/Work Order/approved samples, the GM, APA area or any other officer nominated by the Company for the purpose may allow such work or materials to remain, provided the GM, APA area / the officer nominated by the Company for such purpose is satisfied with the strength and structural safety of the work/the quality of the materials and, in that case, shall make such deduction for the difference in value as, in his opinion, may be reasonable.~~

**1.2.35 Final Inspection of works:**

~~The GM, APA area or 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 GM, APA area and / or any other officer nominated by the Company 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.~~

**1.2.36 Site Order Book:**

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The Site Order Book is a register which shall be purchased and maintained on the site of works by the Contractor and shall not be removed there from under any circumstances. It shall become the property of the Company and shall be duly certified by the P.O, ALP, APA regarding the number of pages it contains. Each page shall be numbered and the name of the work, the name of the Contractor, the reference of the Contract/ Work Order and the aforesaid certificate shall be recorded on its first page.

The P.O, ALP, APA 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 as per Contract/ Work Order etc. The Contractor shall promptly sign the Site Order Book and note the orders given therein by the P.O, ALP, APA and comply with them. The compliance shall be reported by the Contractor in writing to the P.O, ALP, APA in time so that the same can be checked and recorded in the Site Order Book.

The Site Order Book shall be referred by the GM, APA area at the time of making both running on account and final bills of the Contractor. A certificate to this effect shall be recorded in the Measurement books by the GM, APA area or P.O, ALP, APA.

### **1.2.37 Measurement of Coal**

#### **i. Method of measurement & record**

##### **a. For production of coal with longwall technology.**

The volume of extraction of coal in longwall panel will be surveyed and calculated by the mine surveyor in presence of the contractor's representative and will be converted into tonnage by multiplying with specific gravity of coal and invoice shall be raised for the measured and calculated tonnages.

All the measurements in (a) shall be recorded and signed by both the parties (mine surveyor and Contractor's representative)

The specific gravity shall be measured as laid down in the standard prescribed procedure.

The specific gravity arrived in the laboratory after joint sampling is the authentic one and shall be followed in calculating the quantity of coal.

SCCL reserves right to verify the quantity of coal arrived after survey and calculations as specified above, with the measurement of coal at pre weigh bin/belt weighing machine .

The quantity of coal claimed by the bidder in the invoice will be certified by the mine authorities only after cross verification.

SCCL and the Successful bidder shall conduct a joint survey to determine the progress of the works at the end of each calendar month. This measurement shall be completed by the 5th day of the following month and summarized by the Successful bidder on a Progress Certificate to be delivered to SCCL.

The payment for works executed by the successful bidder shall be made monthly. The Successful bidder shall submit its bills, complete in all respects, within (7) days from the end of the month.

From the running bills of the Successful bidder , Further Security Deposit (FSD) of 1% of the bill value shall be deducted. The FSD so recovered shall be refunded annually (on submission of documentary evidence) after ensuring that the Successful bidder has fulfilled the statutory obligations like payment of minimum wages, workmen compensation, CMPF/EPF, ESI etc, as per the terms and conditions of order. Further, The FSD is liable for forfeiture in case of failure of the Successful bidder to execute the order as per order terms in addition to other guarantee amounts.

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If either Party fails or neglects to attend any joint survey or measurement, the other Party shall be entitled to proceed with the survey or measurement on it's own, and the results so obtained shall be deemed to have been obtained pursuant to a joint survey or measurement.

After the completion of the joint survey, Successful bidder shall issue a progress certificate and submit it to SCCL within 5 days of completion of survey.

## ii. DISPUTED MEASUREMENT

- a) If SCCL disputes any aspect of a Progress Certificate, it shall within 10 working days after receipt of the Progress Certificate notify the Successful bidder in writing of all aspects that it disputes, and to the extent to which it is able to calculate them, provide details of the adjustments that it requires. SCCL may request the Successful bidder to provide such further information as it requires to determine the amounts in dispute and if so requested the Successful bidder shall provide such further information as soon as practicable and in any event not later than 5 days after being so requested. If upon receipt of such further information SCCL no longer disputes any aspect of the Progress Certificate, SCCL shall approve the Progress Certificate without delay.
- b) If the Successful bidder notifies SCCL in writing that it agrees with the adjustments requested by SCCL, then the Successful bidder shall revise the Progress Certificate accordingly and SCCL shall approve such revised Progress Certificate without delay.
- c) If the Successful bidder notifies SCCL in writing that it disagrees with the adjustments requested by SCCL, then the Successful bidder may revise the Progress Certificate to show the amount with which SCCL agrees and SCCL shall approve such revised Progress Certificate without delay. The Mine site personnel of the Parties shall Endeavour to agree the disputed amount before the next month's survey or measurement. In the event that this is not possible, the dispute shall be resolved in accordance with arbitration clause.

### 1.2.38 Quality of Coal

- i) The Contractor shall adopt prudent industrial practices to avoid mixture of foreign materials like stones and metallic objects during mining of Coal and take measures to the satisfaction of SCCL to ensure that to the extent possible no stones or foreign material extraneous to Coal shall be delivered.
- ii) Coal delivered to SCCL at the Designated Transfer Point shall be crushed to the size of (-) 200mm coal.

### 1.2.39 PAYMENT

#### a) Currencies

All amounts stated in this contract are stated in INDIAN NATIONAL RUPEES (INR) i.e. lawful currency of India unless otherwise stated.

The payments will be made for the work done in 30 days on or before the following 30<sup>th</sup> Day against progressive bills duly certified by GM, APA or his authorized representative.

Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

#### b) Tax retention clause:

The contractor shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10<sup>th</sup> of the month subsequent to the month in which "Time of Supply" arises .

In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the contractor.

#### **1.2.40 Coal delivery and Invoicing :**

In consideration of the contractor performing the works, SCCL shall pay to the contractor, agreed contract price per tonne from commencement of coal production

The contractor shall submit the invoices in triplicate in complete manner on monthly basis for coal delivered. Contractor shall raise Tax Invoice for the work executed during the relevant period with the details of tax shown separately.

#### **1.2.41 Preparation & submission of running on account bills.**

The payment for works executed by the successful bidder shall be made monthly. The contractor shall submit bills, complete in all respects, within (7) days from the end of the month. SCCL shall make payment within 30 days of the submission of the bill, complete in all respects. Payment for the works executed shall be paid after adjusting the tax deduction at source and for penalties if any. Payment shall not be delayed for want of assessment of penalties.

From the running bills of the contractor, Retention money of 1% of the Invoice value shall be deducted as further security deposit (FSD). The amount so recovered shall be refunded annually (on submission of documentary evidence) after ensuring that the contractor has fulfilled the statutory obligations like payment of minimum wages, workmen compensation, CMPF/EPF, ESI etc., as per the provisions of the contract. FSD shall be refunded after making necessary deductions for penalties, if any, payable by the contractor. Further, the retention money is liable for forfeiture in case of failure of the contractor to execute the order as per order/terms in addition to other guarantee amounts.

#### **1.2.42 Inspection of Bills:**

The GM, APA Area shall arrange for the scrutiny of the running on account bills, in an expeditious manner, satisfying himself from the technical point of view as conforming to the measurements as recorded in the measurement book.

Evaluation for the work done upto the date of completion, as per the measurements entered in the measurement book shall be based on the approved rate in the Contract order/ agreement.

#### **1.2.43 Certification & Payment of bills:**

Interim payments shall be made by the Paying Authority against running on account bills for Contractual works on the GM, APA Area certifying on them the amount for such works to which the Contractor is considered entitled, after deducting the amounts already paid and the security deposit and such other amounts as may be deductible or recoverable in terms of the Work Order/Contract within 30 days of submission of running on account bills.

In case due to some unavoidable circumstances and no fault of the contractor the interim payments are delayed for more than 30 days of submission of the R.A. Bills an interim

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Adhoc payment upto 70% of the payable amount after deducting the eligible deductions will be made to the contractor.

The Company reserves the right to recover/enforce recovery of any overpayments detected after 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 fact that the such disputed claims of the Contractor are the subject matter of arbitration or not.

The amount of such over-payments shall be recovered from subsequent bills under the contract, failing that from the Contractor's security deposit or from the Contractor's claim under any other contract with the company or the Contractor shall pay the amount of over-payment on demand. In case of Contractor's non-payment on such demand, the same shall be realized from the Contractor's dues, if any, with SCCL.

#### **1.2.44 Final Bill:**

On completion of the works to the satisfaction of the GM, APA area or P.O, ALP, APA the Contractor shall submit a certified final bill and account accompanied with all relevant vouchers and documents.

The payments shall be released through the GM, APA area and the Paying Authority against the final bill subject to all deductions having been made on account of the materials supplied, (if any) and any other dues payable by the Contractor to the Company, the preparation and sanctioning of a final deviation estimate/revised estimate for the Contract by the Company, regularizing therein the extra items and excess quantities of work and further subject to the Contractor having given no claim certificate to the GM, APA area. No interest shall be payable on the amounts, under the terms of the Agreement / Work Order.

#### **~~1.2.45 COMPLETION CERTIFICATE:~~**

~~The Contractor shall give notice of the completion of work to the GM, APA area or P.O, ALP, APA as soon as the work is completed, except in cases where the Contract provides for a 'Performance Test' before the issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein. The GM, APA area or P.O, ALP, APA shall within 30 days from the receipt thereof, inspect the work and ascertain the defects / deficiencies, if any, to be rectified by the Contractor as also the items, if any, for which payment shall be made at reduced rate.~~

~~If the defects, according to the GM, APA area or P.O, ALP, APA are of a major nature, the rectification of which is necessary for the satisfactory performance of the Contract, he shall intimate the Contractor in writing of the defects and instruct him to rectify the defects/remove the deficiencies within the period and in the manner to be specified therein. In such cases, completion certificate shall be issued by the GM, APA area after the above rectification(s) are carried out/deficiencies are removed by the Contractor to the satisfaction of GM, APA area or P.O,ALP, APA~~

~~If there are no defects to be rectified or if the defects/deficiencies are of a minor nature and the GM, APA area or P.O, ALP, APA is satisfied of the arrangements made by the Contractor for rectification of the same or if, in the event of the Contractor's failure to rectify the defects for any reason whatsoever, the GM,APA or PO,ALP is satisfied that the defects can be rectified by the Company by its own or other means and the security deposit of the Contractor and the performance bank guarantee shall be sufficient to cover the cost thereof, he shall issue necessary instructions to the Contractor to clear the site/place of work or all debris/waste materials, sheds, surplus materials, etc., and, on the compliance thereof, the completion certificate may be issued indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rates indicating the reasons thereof.~~

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#### **~~1.2.46 Contractor to hand over completed works immediately.~~**

~~The Contractor shall be under obligation to hand over to the Company the vacant possession of the works immediately following their completion failing which the GM, APA area can impose to levy upon the Contractor upto 5% of the total Contract value for the delay in handing over the vacant possession of the completed works, after giving a 15 (fifteen) days notice to the Contractor.~~

#### **~~1.2.47 Opportunities for other contractors:~~**

~~The Company reserves the rights to let other Contractors also work at the same site. The Contractor, in accordance with the requirements of the GM, APA area or P.O,ALP, APA shall operate with the other Contractors and with the Company's workmen and afford them all reasonable opportunities for arranging for and carrying out their work. However, if the Contractor, on the written request of the P.O, ALP, APA makes available to any other Contractor of agency, or to the Company, any roads or ways for the maintenance of which the Contractor is responsible or permits the use of the Contractor's plants on the site or provides any other service of whatsoever nature, the Company shall pay to the Contractor, in respect of such use of service, such sum or sums, as shall be reasonable in the opinion of the GM, APA Area.~~

#### **~~1.2.48 Interference with SCCL's work and adjoining properties:~~**

~~All operations necessary for the execution of the extraction and any temporary works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with SCCL's works/extractions or SCCL's convenience or its access or its adjoining properties, public convenience or to the access, use and occupation of public or private roads and foot paths or to or of properties whether in possession of the Company or of any other person and the Contractor shall save harmless and indemnify the Company in respect of all claims, demands, proceedings, damages, cost, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible thereof.~~

#### **~~1.2.49 Extraordinary Transport/Traffic in underground or surface:~~**

~~The Contractor shall use every reasonable means to prevent any of the underground routes or surface routes connecting to the work site from being damaged by any transport/traffic of the Contractor or any of his sub-Contractors. He shall, in particular, select such routes, choose and use such vehicles and restrict and distribute loads so that any such extraordinary traffic as shall inevitably arise from the movement of men and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage to the Company's properties.~~

#### **~~1.2.50 Special Loads:~~**

~~Should it be found necessary for the Contractor to transport or move, one or more of machinery or equipment or any part of machinery or equipment over Company's road, public road, highway, bridge, any other public road at SURFACE or haulage road, travelling road or any other roadway or places in UNDERGROUND, the movement whereof is likely to damage any of the above or damage to SCCL's installation/structure/property unless special protection or strengthening is carried out, then the Contractor shall, before transporting or moving such machinery or equipment or any part of machinery or equipment on to such Company's road, public road, highway, bridge, any other public road at SURFACE or haulage road, travelling road or any other roadway or places in UNDERGROUND give notice to the GM, APA area or P.O,ALP, APA of the weight and other particulars of the machinery or equipment or any part of machinery or equipment to be transported or moved and his proposals for safe mode of transport. Unless the GM, APA Area or P.O,ALP, APA permits or directs in writing the Contractor shall not carry out such transport of machinery or equipment.~~

#### **~~1.2.51 Settlement (of extraordinary transport/traffic) claims in case of damage to Public/Company's property:~~**

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~~If during the progress of the works or at any time thereafter, the Contractor receives any claim arising out of the execution of the works in respect of damage to the Company's road, public road, highway, bridge, any other public road at SURFACE or haulage road, travelling road or any other roadway or places or SCCL's installation/structure/property in UNDERGROUND he shall immediately report the same to GM, APA area or P.O, ALP, APA. Thereafter, the Company shall negotiate the settlement of and pay all sums due in respect of such claim in case of damage to public road or property. In case of damage to SCCL's property, GM, APA area or P.O, ALP shall decide upon the value/compensation to be paid by the Contractor. Further, provided always that if and so far as any such claims or part thereof, in the opinion of the GM, APA Area are due to any failure on the part of the Contractor to observe and perform his obligations under this clause, then the amount settled/ paid by SCCL towards settlement of claim or the amount directed by the GM, APA area against damage to Company's property shall be paid by the Contractor to the Company.~~

### **1.2.52 CONTRACTOR'S RESPONSIBILITIES:**

From the commencement to the completion of the works including temporary work, the Contractor shall take full responsibility for the care thereof and in case any damage, loss or injury shall happen to the works or to any temporary works from any cause whatsoever the Contractor shall, at his own cost, repair and make good the same so that, on completion, the works shall be in good order and condition & in conformity in every respect with the requirements of the Contract and to satisfaction of the instructions of GM, APA Area.

### **1.2.53 Superintendence for the Works:**

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the GM, APA area or P.O, ALP, APA may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. For the purpose, the Contractor shall keep on the work site during the progress of the Contract, as his representative, a competent and experienced Resident Engineer and assistants exclusively for the work, approved in writing by the GM, APA Area or P.O,ALP, APA , (which approval may at any time be withdrawn). Such authorised Contractor's Resident Engineer and assistants are to be constantly on the works and give their whole time to the superintendence of the same. If such approval is withdrawn by the GM, APA Area or P.O,ALPincline, APA , the Contractor shall, as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned), after receiving written notice of such withdrawal, remove the Resident Engineer or his assistant from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another Resident Engineer or assistant, approved by the GM, APA Area. Such authorized Resident Engineer shall receive, on behalf of the Contractor, directions and instructions from the GM, APA Area or P.O, ALP, APA.

The Contractor shall intimate the P.O, ALP, APA, in writing, the names, qualifications, experience and full postal address of each and every technical personnel employed by him at the site.

The Contractor shall not be allowed to execute the work unless he engages the required technical staff at the site as stated above. The delay on this account, if any, shall be the Contractor's responsibility.

The bidder or the firm shall be permitted to deploy the manpower according to the requirements to meet the targeted progress of work.

However, the bidder shall submit an organization chart along with the bid showing relative relationship and areas of responsibilities of all official / supervisory personnel it intends to deploy for executing the work.

All important instructions shall be confirmed to the Contractor in writing. If the Contractor, while progressing with the works, finds any discrepancy between any drawing, forming part of the Contract documents, and the physical conditions of the locality or any errors or omissions in any drawings, except those prepared by himself and not approved by the P.O, ALP, APA , it shall be his duty to immediately inform the P.O, ALP, APA , in writing, and the P.O,ALP, APA , shall verify

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the same. Any work done after such discovery and without intimation as indicated above shall be done at the risk of the Contractor.

#### **1.2.54 Watching & Lighting:**

The Contractor shall, in connection with the works, provide and maintain, at his own cost, all lights, guards and fencing, when and where necessary or required by the P.O,ALP, APA or by any duly constituted authority, for the protection of the works and materials at the site, the safety of workmen and the convenience of the public.

#### **1.2.55 Engagement of labour and other employees:**

~~The Contractor shall make his own arrangements for the engagement of all labour and other employees, local or otherwise, and, save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof. The Contractor shall release all labour and other employees, local or otherwise, after completion of the works, before claiming the final bill.~~

~~The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works and to comply with the statutory requirements:~~

- ~~i) Only such technical assistants as are skilled and experienced in their respective callings and such sub-P.Os, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and~~
- ~~ii) Such competent, skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the work.~~

~~The P.O, ALP, APA shall be at liberty to object and require the Contractor to remove from the works, within three hours of the receipt of such orders, any person employed by the Contractor in or about the execution or maintenance of the works, for, if in the opinion of the P.O,ALP, APA such person has committed misconduct or incompetence or negligence in the proper performance of his duties and such person shall not be again employed upon the works without the written permission of the P.O,ALP, APA . Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the P.O, ALP, APA.~~

#### **1.2.56 Various safety rules to be followed and gadgets to be provided by Contractor.**

Bidders are requested to note that various safety appliances mentioned hereunder are to be provided to their employees and in the equipment as a part of overall work and rate quoted by the bidders. Shall be inclusive of provision of these safety appliances; No separate rates shall be paid for any other appliances.

- i. The contractor shall provide all safety appliances to all the employees and to the equipment such as Miners Helmet, Miners Safety Shoes, Miners Safety Belt, Audio visual alarms on moving machinery, Fire extinguishers etc. and ensure that they are put into use as required under law.
- ii. The contractor shall maintain proper communication arrangements at the work area with proper co-ordination with SCCL authorities.
- iii. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with the same.
- iv. Provide a copy of the SOP to the person designated by the mine authorities who shall be supervising the work.
- v. Keep an up-to-date SOP and provide a copy of changes to a person designated by the mine authorities.
- vi. Ensure that all works are carried out in accordance with the applicable laws and SOP and for the purpose he shall deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.



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- vii. For any work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
- viii. Ensure that all sub-contractors engaged by him if any, shall comply with the provisions of contract and shall be liable for ensuring compliance of all safety laws by him.
- ix. All persons deployed by the contractor for working in a mine must undergo vocational training, initial and periodical medical examination. They should be issued identification cards stating the name of the contractor and the work and its validity period, indicating the status of Vocational Training & Initial Medical Examination etc.
- x. The successful bidder shall submit to DGMS returns indicating – Name of his firm, Registration Number, Name and address of person heading the firm, nature of work, type of deployment of work persons, number of work persons deployed, how many work persons hold Vocational Training certificates, how many work persons have undergone Initial Medical Examination and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January of each year) for contracts of more than one year and for contracts of less than one year, return shall be submitted monthly. However, these are subject to change from time to time.

### 1.2.57 Responsibilities of Contractor's employees

- i. An employee must, while at work, take reasonable care for the health and safety of people who are at the place of work and who may be affected by the employee's acts or omissions.
- ii. An employee must, while at work, comply with any requirement under the Act or regulations in the interest of health, safety and welfare of the employees or any other person.
- iii. Every person deployed by the Contractor in a mine must wear safety gadgets provided by the successful bidder.

### 1.2.58 STATUTORY RULES:

- a) The Contractor shall comply with all applicable Rules, Regulations, Acts and permissions etc. issued from time to time for carrying out the subject work viz. Coal Mines Regulations, Mines Rules, Mines Act, Indian Electricity Rules, DGMS permission conditions, Minimum Wages Act, Workmen Compensation Act, Coal Mines Provident Fund Act, Insurance Act, Explosives Act and Environment Act etc. and obtain all statutory licenses, for the safety and welfare of the employees engaged by him to carry out the subject work.
- b) The minimum wages to be paid to the workers as per latest notification issued by Commissioner of Labour, Government of Telangana, w.e.f. 01.10.2018 are furnished below. However, these wages are subject to revision from time to time by Government of Telangana.

Sl. No.	Category	Amount per day Rs.
1	Skilled	527.00
2	Semi skilled	437.00
3	Un-skilled	373.00

The Contractor shall pay wages to the employees not less than the wages prescribed under Minimum Wage Act and the payment to the employees shall be made through bank as indicated in the prescribed column of wage sheet. A certificate to this effect issued by the authorized official shall be submitted by P.O, ALP, APA .

The Contractor shall make necessary arrangements for enrolling all his workmen and staff as the members of the CMPF. He shall deduct the employee's contribution towards CMPF and pension from their wages and deposit along with employer's matching share with the

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concerned Regional Commissioner, CMPF. A certificate to this effect issued by the authorized official shall be submitted by P.O, ALP, APA .

c) The details of present CMPF contribution are furnished hereunder for compliance.

i. Employee's contribution

PF (Refundable)	@ 10.5/6%	}	12.00%
Pension contribution (Non-Refundable)	@ 1.1/6%		

Additional pension contribution 2.00%  
(Non-Refundable)

Increment contribution 3% of wages.  
(Non-refundable)

(This element is constant, even though the minimum wages have been revised.)

ii. Employer's (Contractors) contribution

PF (Refundable)	@ 10.5/6%	}	12.00%
Pension contribution (Non-Refundable)	@ 1.1/6%		

Administrative charges 0.72%

Total contribution towards CMPF 26.72%+ 3% of monthly wages

Alternatively, the successful bidder can opt the provisions of Employees Provident Fund (EPF) of Government of Telengana.

- d) The Contractor shall possess a license as required under Contract Labour (Regulation and abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and satisfy all the provisions of the Act.
- e) The Contractor shall follow rules, if any, imposed by local/state/ central authorities.
- f) The Contractor shall indemnify the Company (SCCL) from any liability be falling on SCCL due to any commission/ omission by himself or by his representative or by his employee or by any third party in execution of contract. If the SCCL is made liable for such claims by any court or authority, the same shall be reimbursed to the SCCL by the Contractor, as if the SCCL has paid on their behalf.
- g) During the course of execution of the work, if any accident occurs whether major or minor, the Contractor or his supervisory staff shall inform the same immediately without any delay to the Colliery Manager/ P.O,ALPincline/General Manager concerned to take steps in accordance with the Mines Act and other relevant laws. Otherwise, the contractor or his supervisory staff will be prosecuted for violation of the Mines Act and other relevant laws.
- h) Execution of the work with Contract Labour is prohibited vide notification u/s 10(1) Contract Labour (Regulation & Abolition) act S.O. 2063, dated 21.6.88. Hence, the Contractor shall execute the work with his employees/ workmen only. The bidder has to submit an affidavit in the proforma prescribed along with the tender.

- i) The terms and conditions, if any, that will be stipulated from time to time by Government authorities concerned, including DGMS, will be binding on the Contractor.

### 1.2.59 Other Terms and Conditions

- i) Employment of local labour : The Contractor is to employ, to the extent possible, local affected people and pay wages not less than the minimum wages fixed by the Law of the Land.
- ii) The Contractor should not engage workmen below 18 years of age.
- iii) Statutory supervision will be arranged by SCCL. All the persons deployed at work site by the Contractor shall be under the statutory control of SCCL supervisors. The successful bidder shall engage qualified persons as in-charges of various operations.

### 1.2.60 Other Responsibilities

#### i. LIABILITY FOR ACCIDENTS AND DAMAGES:

- a) The SCCL will not be responsible for any accident during operation of contract to any workman / staff or anyone deployed/engaged by Contractor . SCCL shall have no responsibility/ liability whatsoever for compensation payment in case of such accident.
- b) Even though statutory supervision of mining operations is carried out by the SCCL, The contractor may take additional steps for the safeguarding the safety of his manpower and equipment in underground mining operations by making his own arrangements.
- c) In case of any damage or loss to their equipment or any injury or loss of life/lives caused by roof fall accident or accident of any nature during underground mining operation , contract shall bear the complete cost of such damage or loss to their equipment or any injury or loss of lives . SCCL shall have no responsibility whatsoever towards such accidents.
- d) The contractor shall take adequate Insurance coverage for payment of any compensation to any workmen / staff of contractor . If the said workman / staff / officers of contractor suffers an injury from any accident arising during the course of operation of the longwall or any other Equipment, contractor has to bear the cost of same.
- e) SCCL may extend the existing rescue and recovery services in case of an emergency or any accident . If any services over and above the existing rescue and recovery services of SCCL are needed, the same shall have to be arranged by contractor at his own cost.

#### ii. Attendance of Contractor's employees

The Contractor shall maintain an attendance register of all employees working under him at the site in which the attendance of all the persons working on a particular date and at a particular time shall be available for inspection by the GM, APA Area or his representative or by the Company or by the Statutory Authorities.

#### iii. Training and medical examination of labour

The Contractor shall ensure that persons engaged by him for tunnel extraction work are sent for medical examination and they should be trained at MVTC, as per the prevailing Vocational Training Rules for Coal Mines, before they are engaged on work. An amount of Rs.15/- per person for training and Rs. 2425/- per person for medical examination would be recovered from the contractor's bills. Contractor should be advised to maintain details of all the persons employed by him in B – register. The Contractor shall not lay a claim on the Company for the employment of such trained labour at any subsequent date.

**iv. Adherence to all labour laws**

It shall be the responsibility of the Contractor to strictly adhere to the entire requirements under the labour laws and other enactment as may be applicable to labour from time to time.

The Contractor shall possess a licence as required under Contract Labour (Regulation and abolition) Act, 1970 and Contract labour (Regulation and Abolition) Central Rules 1972 and satisfy all the provisions of the Act.

**v. Safety of Labour:**

Precautions shall be exercised at all times by the Contractor for the protection of all persons engaged by him, Company employees and property. The safety required or recommended by all applicable laws, codes, statutes and regulations, especially with respect to coal mines, shall be observed by the Contractor. In case of accidents, the Contractor shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the Contractor shall indemnify the Company against any claim on this account.

**vi. Alcoholic liquor or drugs**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders, for the time being in force, import, sell, gift, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractors, P.Os or employees.

**vii. Arms and ammunition:**

The Contractor shall not give or barter or otherwise dispose off to any person or persons any arms or ammunition of any kind or permit or suffer the same as aforesaid.

**viii. Festivals and religion**

The Contractor shall, in all dealings with labour and other employees in his employment, pay due regard to all recognized festivals, days of rest and religious or other customs, as per Telengana State Rules.

**ix. Health, sanitation and epidemics:**

The Contractor shall, at his own expense, provide reasonable facilities for complying with all the rules and provisions relating to health and sanitation of the persons employed by him. The Contractor shall strictly prohibit the committing of nuisance at any other place. In the event of any outbreak or illness of an epidemic nature amongst the employees of the Contractor, the Contractor shall comply with and carry out such orders and regulations as may be made by the Company or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

The Company shall provide medical attention to the Contractor's employees, as available with it within the /mine and ambulatory facilities, as per the guidance of the medical practitioner on chargeable basis as per Company Rules.

**x. Disorderly conduct:**

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works.

**xi. Observance by sub-Contractors:**

The Contractor shall be responsible for observance by his sub-Contractors of all the fore-going provisions.

**xii. Claims of Contractor's labour and other employees:**

The Contractor shall make payments to all workers/employees engaged by him for the job of extraction of coal as per the extant Act, Rules for such jobs.

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The payments shall be made at a place and on dates approved by the Company. Such payments shall be made, at the option of the Company, in the presence of an officer authorized by it for the purpose who shall thereupon also certify on each bill that the payment has been made in his presence.

All books of account for such payments shall be maintained properly by the Contractor and an officer authorized by the Company for the purpose shall have the right of access for inspection of such books.

**xiii. Contractor's failure regarding claims of his labour and other employees:**

The Company shall have the right to deduct from any such due or which may become due to the Contractor any amount required for making good the loss suffered by Contractor's labour and other employees by reason of non-fulfillment of the conditions of the Contract for the benefit of the Contractor's employees, non-payment of wages etc. or of deductions made from their wages which are not justifiable according to the statutory provisions/wages in force.

**xiv. Return of Labour and other employees:**

The Contractor shall, if required by the P.O, ALP, APA, deliver to the P.O, ALP, APA at his office a return in detail such form and at such intervals as the P.O, ALP, APA may prescribe showing the supervisory staff and the number of the several classes of workers and other employees employed, from time to time, by the Contractor on the site and such information relating the extraction of coal as the P.O, ALP, APA may require.

**1.2.61 FIRM PRICES, ESCALATION RATES:**

The payment to be made to the Contractor shall be adjusted for such increase or decrease as per the provisions detailed hereunder.

The amount of the Contract shall accordingly be varied subject to the condition that such compensation for escalation in price shall be available only for the work done during the stipulated period of the Contract including such period for the Contract as is validly extended under the provisions of the Contract without any penal action.

The base index shall be the one relating to the last date on which the tender, or revised price bid, was stipulated to be received, whichever is later.

The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the **corresponding** three months.

$$\text{Revised Price/Tonne} = (0.55 \times \text{Quoted Price/ Tonne}) + (0.45 \times \text{Quoted Price/ Tonne} \times \text{Average WPI on the subject qtr} / \text{Base WPI})$$

Average WPI on the subject quarter = Average Wholesale Price Index prevalent to the subject quarter.

Base WPI - Wholesale Price Index prevalent for the month immediately preceding the month in which tender (Price Bid or revised Price Bid whichever is later) was submitted.

~~**1.2.62 Remedy on Contractor's Failure to carry out required work:**~~

~~If the Contractor fails to do any such work required by GM, APA area or P.O, ALP, APA as aforesaid, the Company shall be entitled to carry out such work by its own workmen or by other Contractors and cost there of shall be recovered from the Contractor.~~

~~**1.2.63 Maintenance Certificate:**~~

~~The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the GM, APA area and delivered to the Contractor stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given~~

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by the GM, APA area thirty (30) days after the expiration of the contract completion period as per NIT.

~~Maintenance Certificate means the certificate which would be issued by the GM/ APA , after successful completion of works at the respective site as per NIT.~~

#### ~~1.2.64 Approval only by Maintenance Certificate:~~

~~No certificate, other than the maintenance certificate referred above, shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the GM, APA area nor shall any other certificate conclude or prejudice any of the powers of the GM, APA area.~~

#### ~~1.2.65 Cessation of Company's Liability:~~

~~The Company shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the works unless the Contractor shall have a claim in writing in respect thereof before giving the Maintenance certificate under this clause.~~

#### **1.2.66 CANCELLATION, TERMINATION AND SUSPENSION OF CONTRACT:**

- a) The Company shall, in addition to other remedial steps to be taken as provided in the conditions of the Contract, be entitled to cancel/terminate the Contract in full, or in part, after giving 15 days notice in writing, to the Contractor for the following reasons.
- i) Without reasonable excuse fails to commence the works within stipulated under contract.LoA,
  - ii) Suspends the progress of the works for 30 days, even after receiving a written notice to proceed with the works from the GM, APA area or P.O,ALP, APAor
  - iii) Makes a default in proceeding with the works with due diligence and continues to do so even after receiving a notice in writing from the GM, APA area or P.O,ALP, APA for the same, then on the expiry of the period as specified in the notice, or
  - iv) Commits a 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 its remedy to the satisfaction of the GM, APA area or P.O,ALP, APA even after receiving a notice in writing to do so from the GM, APA Area or P.O,ALP, APA then on the expiry of the period as specified in the notice, or
  - v) Obtains the Contract from the Company as a result of ring tendering or other non-bonafide methods of competitive tendering, or
  - vi) Offers or gives or agrees to give any person in the service of the Company, or to any other person on the said person's behalf, any gift or consideration of any kind as an inducement or reward for any acts of favour in relation to obtaining or execution of this or any other Contract for his Company, or
  - vii) fails to complete the work, or items of work with individual dates of completion, on or before the date or dates of completion or Company's approved extended date/dates of completion, as applicable, then on the expiry of the period as may be specified by the GM, APA area or P.O,ALP, APA in a notice in writing, or
  - viii) Fails to remove materials from the site or to pull down and replace work even after 30 days of receiving a written notice from the GM, APA area or P.O, ALP, APA that the said materials or work had been condemned and rejected by the GM, APA area or P.O,ALP, APA or
  - ix) Transfers, sublets or assigns the entire work or any portion thereof to a sub-Contractor, without the prior approval in writing from the GM, APA area or
  - x) Being an individual, in the case of a proprietary concern, or any of its partners, in the case of a partnership firm, is declared insolvent under the provisions of the Insolvency Act, 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 the Insolvency Act, or

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- xi) If the Company and its affairs are under liquidation either by a resolution passed by the said Company or if, by an order of court, not being voluntary liquidation proceedings for the purpose of amalgamation or reorganization, a receiver or a manager is appointed by the court on the application by the debenture holders of the said Company, if any, or suffers an execution being levied on his goods and estates and allows it to be continued for a period of 15 days, or
  - xii) In the case of proprietary concern, proprietor expires or, in the case of a partnership concern, any of the partners expire and the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are not to the Company's satisfaction as being capable of carrying out and completing the Contract. The decision of the Company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern,
  - xiii) Due to imposition of/change in law by the Government, if the work is to be stopped, the work shall be terminated and payments shall be made only for the portion of the works executed on the principle of quantum merit. No payments shall be made for the shifting of equipment or personnel.
- b) On cancellation or termination of the Contract for the above reasons, the GM, APA Area shall have powers:
- i) To take possession of the work site and any materials, equipment, stores etc., thereon;
  - ii) To carry out the incomplete work by any means at the risk and cost of the Contractor;
  - iii) To give the Contractor or his representative on the work, 10 days notice in writing for taking the final measurement for the works executed till the date of cancellation or termination of the Contract. The GM, APA area shall fix the time for taking such final measurement and intimate the Contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the Contractor is present at the site or not. Any claim regarding the final measurement which the Contractor might make shall be made in writing within 10 days of the taking of such measurement by the GM, APA area. As aforesaid and if no such claim is received, the Contractor shall be deemed to have accepted the above measurement and any claim made thereafter, in this respect, shall not be entertained.
  - iv) To determine the amount to be recovered from the Contractor for completing the remaining work or in the event of the remaining work not being completed, the loss/damage suffered, if any, by the Company after giving credit for the value of the work executed by the Contractor upto the time of cancellation less on account payments made till date and the value of his materials, plant, equipment, etc., taken possession of, after cancellation.

If such amount determined as above were to exceed the sum that would have been payable to the Contractor on due completion by him then the Contractor shall, upon demand, pay to the Company such excess amount and it shall be deemed to be a debt due from the Contractor to the Company and shall be recoverable from him accordingly. The need for the determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the Contract for the death/demise of the Contractor.

#### **1.2.67 Payment on Cancellation or Termination of Contract:**

If the Company shall enter and expel the Contractor after the Contract is cancelled or terminated, it shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the "Defects Liability Period" and thereafter until the costs of completion and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the GM, APA area. The Contractor shall then be entitled to receive only such sum or sums, if any, that the GM, APA area may certify would have been due to him upon due completion by him for all works executed prior to the date of termination, at the rates and prices provided in the Contract, which have not already been covered by interim payments made to the Contractor, after deducting the said amount for the costs of completion and maintenance and damages for delay in completion, if any, and all other expenses incurred by the Company.

**1.2.68 Suspension of Work:**

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

**1.2.69 Recoveries:**

In the event of termination or suspension of the Contract, on account of breach on the part of the contractor, the EMD, Retension Money/FSD and PBG shall be forfeited. Any dues of this work shall be recovered from the bills of the existing work and from the bills of any other works present or future done by the contractor.

**1.2.70 FORECLOSURE OF THE CONTRACT:**

If at any time after acceptance of the tender, the SCCL decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its GM, APA area or P.O, ALP, APA, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

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

**1.2.71 FORCE MAJEURE:**

Neither of the parties hereto shall be considered in the default in performance is prevented or delayed by the events such as war, including civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, conflagration, epidemics, accident resulting in loss of life, fire, flood, sudden inrush of water which cannot be tackled by normal pumping, drought, fault, or cause beyond the reasonable control of the party affected provided notice in writing is given within 15 days failing which within the shortest possible period by Contractor to GM, APA Area and vice-versa.

Soon after the cause of force majeure has been removed the party whose ability to perform its obligation has been affected shall notify the other party of such cessation and of the actual delay occurred in such affected activity adducing cessation and of the actual delay occurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the obligations by a State of Force Majeure lasting for a period of more than one month, the two parties shall consult each other and decide on the future execution of the agreement. In case of termination of work due to the Force Majeure conditions, the Company shall pay to Contractor towards all works done by the Contractor up to the date of happening of the Force Majeure event.

**Note:** For the purpose of above clause, "A Fault" is defined as:



A sudden upward or downward displacement of the coal seam/section which may result in missing of entire thickness of coal seam and/or intrusion of sand stone band in the working section for more than 50% of the working section.

### 1.2.72 FOSSILS, VALUABLE TREES, ETC.

All fossils, coins, articles of value or antiquity and structures and other remains or of things of geological or archaeological interest discovered on the site of the works shall, between the Company and the Contractor, be deemed to be the absolute property of the Company and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof, and before removal, acquaint the GM, APA area's representative of such discovery and carry-out, at the expense of the Company, the GM, APA Area's Representative's orders as to the disposals of the same.

No fruit trees or valuable plants or trees, with trunk diameter exceeding 150 mtr, shall be pulled out, destroyed or damaged by the Contractor or any of his employees/sub-Contractors without the prior permission of the Company, failing which the cost of such trees or plants and any litigation arising as a result of the felling, damage or destruction of any tree without the permission of the GM, APA area, shall be deducted from the Contractor's dues at the rate to be decided by the Company. The rates quoted are supposed to include the clearance of shrubs and jungles and removal of such trees upto 150 mtrs.

### 1.3.0 QUALIFYING CRITERIA

#### 1.3.1 QUALIFING REQUIREMENTS:

<p><b>Qualifying Requirements</b></p>	<p><b>A) Experience of Bidders (Technical Criteria) (Details should be given as at Appendix- II)</b></p> <p>a. Bidder shall be Original Equipment Manufacturer(OEM) / Original Equipment Supplier(OES) i.e.M/s Caterpillar or their authorized Distributor / Dealer / Indian Agent In case of authorized Distributor / Dealer / Indian Agent, bidder has to submit tender specific authorization from the OEM along with the bid assuring necessary support and supply of spares during the entire period of contract.</p> <p style="text-align: center;">Or</p> <p>b. Bidder (as a sole proprietor /partnership firm/ company having registration in india or as a lead member/principal bidder of consortium or joint venture formed for execution of works with Longwal technology) shall have experience in operation/extraction of coal seam with Powered Support Longwall Technology for not less than a period of (3) three years during the immediate preceding (7) Seven financial years ( 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 , 2017-18, 2018-19 ) and should have produced not less than one million Tonnes in at least one of the seven preceding financial years or during any 12 consecutive months during that period.</p> <p>In proof of the above, order copy(s) along with Performance certificate is required to be submitted along with bid. The Performance certificates shall have to be issued by Chief executive/ Director/Head of operation of the Coal mining company who availed mining services indicating Name and Designation of signing authority and the reports should be signed and stamped by the bidder. The performance certificate shall consist of details such as Name of</p>
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Mine, purchase order Number, Date of commencement and year wise production details.

The bidder has to submit MOU/Agreement with OEM/OES/ their authorized Distributor / Dealer / Indian Agent for the supply of spares during the entire period of the contract.Else , biider has to submit undertaking along with bid that bidder has the capacity to enter into MOU/Agreement with OEM/OES/ authorized Distributor / Dealer / Indian Agent for procurement of spare parts on emerging as L1bidder. Altrernatively, bidder can submit undertaking that bidder has the capacity to procure the OEM/OES spare parts through other means if any along with bid.

**Or**

- c. Bidder should have formed either Consortium/Joint venture company or entered into a legally binding agreement with OEM /OES i.e M/s Caterpillar or their authorized Distributor / Dealer / Indian Agent.

Any number of bidders can enter into legally binding agreement with the OEM /OES i.e M/s Caterpillar or their authorized Distributor / Dealer / Indian Agent. Such agreement should confirm that the Bidder shall have the necessary services for supply of spare parts and technology support with regard to maintenance, repairs and spares from such OEM /OES i.e M/s Caterpillar or their authorized Distributor / Dealer / Indian Agent during the entire period of this contract. The agreement, in original, should reach this office within 6 working days from the date of tender closing.

The bidders of type 'a' or 'b' or 'c' of the above are required to have after Sales Service Support facilities in India on their own or through OEM/ OEM /OES i.e M/s Caterpillar or their authorized Distributor / Dealer / Indian Agent for the LW equipment , like Depot / warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies. In support of the above, Bidders are required to submit authenticated documents or an undertaking stating that the above shall be established within 3 months from date of LOA/Order.

**B) Annual Turnover & financial capacity of the Bidders  
(Documents in support of financial qualification criteria shall be as at Appendix –II).**

Bidder should have Annual Turnover of minimum INR.90,00,00,000/- (Rupees Ninety Crores only) in any one financial year during the last five financial years (2019-18,2017-18, 2016-17, 2015-16, 2014-15, 2013-14).

The bidder has to have financial capacity to execute the work by submitting working capital certificate for a sum of Rs.50,00,00,000 (Fifty crores) which shall be issued by Chartered Accountant.

<b>Earnest Money Deposit Amount.</b>	INR.7,00,00,000/- (Rupees seven crores)
<b>Award Criteria</b>	<p>The status of technically and commercially qualified bids shall be evaluated on Landed cost basis. The bidders shall quote for:</p> <p>i) Rate per tonne of coal extracted by operating and mainatining Longwall technology as per scope of the work, technical specification and other provisions indicated in the NIT for entire period of the contract.</p> <p>ii) Rate per Face transfer including Meshing and Salvage of longwall equipment, overhauling and installation &amp; commissioning.</p> <p>iii) GST at applicable rates</p> <p>SCCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest on landed cost basis.</p> <p>In case two or more bidders have quoted same rate on total landed cost basis, then the successful bidder will be selected through suitable lottery system to be decided by SCCL.</p>

**Note1:**

Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and Attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- c. Having negative net-worth in any one of the past three years (based on audited accounts submitted).

**Non-response to the conditions regarding qualifying requirements & submission of online Tender in the prescribed mode will be considered as “non-responsive tender”.**

**1.3.2** In case where the Bidder is a Joint Venture Company, Joint Venture Company shall comply with the following:

- i) Documentary evidence (Certificate of registration) of formation of the joint venture company must be included with the bid.
- ii) The bid shall include all the information regarding capability, experience as required for a bidder for each partner. For the purpose of eligibility criteria, credentials of the members of a joint venture company will be considered collectively.
- iii) A member of one Joint Venture Company cannot participate in this NIT as a member in any other Joint Venture Company, in which case, all such JV Companies shall be declared disqualified.

Separate bid by a member of a Joint Venture company will not be accepted.

**1.3.3** In case where the Bidder is a Bidding Consortium or Joint Venture (JV), the Bidder has to furnish a legally enforceable Joint Operating Agreement (JOA) executed between the Lead member and other members of the Bidding Consortium at bidding stage, as per the format

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A1 enclosed to the NIT document. The number of executants of the JOA shall not exceed three including the Bidder.

The bidders of JV/Consortium nature are required to furnish the legally enforceable Joint Operating Agreement in original within 6 working days from the date of tender closing. Such agreement shall not be modified amended and / or superseded by any agreement, deed or document by the Consortium members.

However, in case the work/service is awarded to a joint venture/consortium participating in the tender, they have to submit PAN and GST registrations (as applicable in the tender and for the bidder status) on the name of the Joint Venture/Consortium after award of the work/service at the time of execution of Agreement/before the payment of first running on account bill.

The conditions preceding evaluation of the technical and financial capabilities of the Bidders shall be carried out based on the procedure stated below.

The Bidder can submit his Proposal for proposed work as a Single Bidder, a Bidding Consortium/JV, or a Joint Venture company.

In case, Bidder is a Single Company, all the financial and technical criteria shall be met by it self.

In case the Bidder is a Consortium/JV, the technical criteria can be met by any of the members but the turnover and net worth of the Lead member of the Consortium alone shall be considered for meeting financial criteria as per Qualifying Requirements

**“Bidder/ Bidding Company” means**

“Bidder/ Bidding Company” shall mean the single registered corporate entity or Joint Venture or consortium of companies that has submitted its Bid in response to this NIT. In case Bidder is Joint Venture, it shall be formed by maximum of three partners. However, a company in the JV cannot participate in this NIT as a member in any other JV, in which case, all such JV Companies shall be declared disqualified. Bidder includes a single entity, a JV and a Bidding consortium, who is participating in this bidding process.

**“Bidding Consortium/JV”:** If the Bid for the proposed work has been made by more than one company, then this group of companies is referred to as the Bidding Consortium/JV. Bidding Consortium/JV can be of maximum three members.

**“Member in Bidding Consortium/JV”:** Each individual company in the Bidding Consortium/JV is referred to as a Member in the Bidding Consortium/JV. A member in the Bidding consortium/JV cannot participate in this NIT as a member in any other Bidding Consortium/JV, in which case, all such consortiums shall be declared disqualified.

**“Lead Member of the Bidding Consortium/JV:** “Lead Member” in case of Bidding Consortium/JV shall mean the member of the Consortium/JV who is so designated by the Bidding Consortium/JV Members and meets the financial qualifications for the Consortium/JV. Lead Member in case of a Bidding Consortium/JV shall be the partner who holds at all times a minimum of 51% of the equity/capital of the Bidding Consortium/Joint Venture. All members in the Consortium/JV shall be jointly and severally responsible for all liabilities including financial, legal, environmental and technical liabilities on behalf of the Bidding Consortium/JV.

The bidder should have registered under appropriate Act of India and having registered office in India to carry out its business activities in India and/ or abroad or a Foreign Company having established office in India and complying with Indian laws.

Other details may be obtained from the Detailed Tender Notice contained in the Tender Document.

### 1.3.4 EVALUATION CRITERIA

The status of technically and commercially qualified bids shall be evaluated on Landed cost basis. The bidders shall quote for:

- i) Rate per tonne of coal extracted by operating and mainatining Longwall technology as per scope of the work, technical specification and other provisions indicated in the NIT for entire period of the contract,
- ii) Rate per Face transfer including Meshing and Salvage of longwall equipment , overhauling and installation & commissioning as per scope of the work, technical specification and other provisions indicated in the NIT for entire period of the contract,
- iii) GST at applicable rate.

### **1.3.5 VALIDITY:**

The offers shall be kept valid for a period of 180 days (one hundred and eighty days), from the date of opening of the Technical Part.

The price quoted shall also remain valid for the entire period during which the work shall be carried out with only valid changes being made as provided for by the escalation permitted.

The Bidders shall not, during the said period or within the period extended by mutual consent, revoke, cancel or vary their Tenders or any terms thereof without the consent in writing of the Company. In case any Bidder violates this clause, the company shall be entitled to forfeit the Earnest Money deposited by him and reject his Tender.

### **1.3.6 SUFFICIENCY OF TENDER:**

The Bidders shall visit the site and satisfy themselves before submitting the tender and ensure that they have taken into account in their bid in respect of any adverse physical conditions and artificial conditions at the site. No claim shall be made against such conditions or entertained by the Company and for any damage done on account of any circumstances beyond the control of the Company.

### **1.3.7 Submission of Tender documents**

- i) Scanned copies of the following documents along with documentary evidences wherever required, duly signed by the bidder should be uploaded. All signed declarations are to be made in the bidder's letter head.)
  - a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of signatory of the Bid to commit the bidder.
  - b. Qualifications and experience of key site management and technical personnel proposed for the contract.
  - c. Permanent Income Tax Account No. (PAN). However, in case foreign bidder is participating the bid and is not having PAN No. at the time of submission of bid shall have to submit the same before submission of the bills for first payment provided the foreign bidder becomes the successful bidder.
  - d. The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSU's. If a bidder has been banned by any Govt. or Quasi-Govt. agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.
  - e. The bidder who participated as consortium must submit original copy of JOA for the formation of consortium. Any bid by a consortium without it is likely to be rejected.
  - f. A letter indicating the Bidder's acceptance of the Commercial Terms and Conditions, including terms for execution of works (as per the format given in Annexure-1).
  - g. Credentials of the Bidders giving full details of the firm, details of similar works done by them, testimonials etc.,

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- h. Applicability of taxes and duties along with income tax PAN & GST Registration number etc.,
- i. Copies of acknowledgement of returns filed and assessment orders passed by concerned authorities, copies of audited balance sheets for the last five financial years together with particulars specified in Appendix-2.
- j. Documentary proof of financial resources as indicated in Appendix-2.
- k. The required documents mentioned in the Appendixes and Annexures as required by the tender.

**ii) Opening of part - I:**

Part I i.e. the Technno-Commercial part shall be opened on the date informed in the Tender Notice and, after scrutiny, the Bidders shall be short-listed on the basis of technical evaluation.

**iii) Opening of Part II:**

Part II i.e., the Price Bid or BOQ shall be opened later of those Bidders whose offers are technically & commercially acceptable.

**iv) Tender documents Property of the Company:**

The Tender Documents submitted by all Bidders shall become the property of the Company and the Company shall be under no obligation to return the same to them.

**v) No details/clarifications accepted after Tender closing date:**

No details/clarifications (technical or pricing) regarding the tender will be accepted by SCCL from the Bidders after the Tender closing date unless the same is specifically requested by the SCCL.

**vi) No queries/representations/Complaints accepted after price bid opening:** No queries/representations/complaints regarding qualification/disqualification. /any other matter related to Tender will be accepted by SCCL from Bidder /any other party after price bid opening.

**1.3.8 BIDDER'S DETAILS:**

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company , JV & Consortium etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence. :

- i) GST Registration. No.
- iii) IT PAN Registration No

**1.3.9 UNDERTAKING BY BIDDERS:**

The signing of the Letter of Bid shall be considered to be an undertaking on the part of the Bidder that he has inspected and examined the site and its surroundings and has obtained and satisfied himself (so far as is practicable) on all conditions applicable to it as per **clause (iv) (b) of 1.1.0** and has also completely examined and studied the matters that may affect the rates or risks

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under the Contract. Such signature shall be considered as an undertaking on the part of the Bidder to execute the works in the manner stipulated in the terms and conditions of the Tender Document.

### **1.3.10 DISCREPANCIES AND ADJUSTMENTS THEREOF:**

- a) The various clauses/ provisions of document/documents forming part of the contract ( NIT, Order, Agreement of the subject contract ) are to be considered treating them comprehensive and read with each other as mutually explanatory. In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the accepting authority's decision /clarification shall be final with regard to the intention & spirit of the same as the case may be.
- b) Any error in description, quntity or rate in schedule or quantities or omission there from, shall not vitiate the contract or release contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of particular contract document.
- c) Further, after the award of the work, except for and to the extent otherwise specifically provided by the contract, the provisions of the Tender Document and General Terms & Conditions shall prevail over those of any other part of the Contract regarding any provisions other than technical specifications and quantities. However, in case of any ambiguities or discrepancies remaining in the Contract Documents during the execution of the work, the same shall be explained and adjusted by the P.O,ALP, APAand who shall thereupon issue to the Contractor instructions regarding the manner in which the work is to be carried out.

### **1.3.11 LIABILITY FOR DISQUALIFICATION:**

The Bidders who do not comply fully with these instructions or any other conditions of the Tender Document, which may be applicable, shall render themselves liable for disqualification without notice.

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**CHAPTER-2****TECHNICAL INFORMATION****Brief details of Adriyala Longwall Project Mine****2.1 Location:**

Adriyala Longwall Project is located in Adriyala village, Peddapalli District of Telangana state (India) in Godavari Valley Coalfields. The area of the present Adriyala Longwall Project is 4.825 Sq km. and bounded by North latitude 18<sup>0</sup> 39'03" to 18<sup>0</sup>40'34" and East longitude of 79<sup>0</sup>34'28" to 79<sup>0</sup>35'55". It covered by Survey of India Topo Sheet No. 56N/10.

**2.2 General:**

Adriyala Longwall Project (ALP) is one of the mechanized underground mines operating in the Ramagundam coal belt, SCCL in Godavari Valley Coal Fields (GVCF), Telangana state, India. There are four workable seams in the mine. The extractable reserves in the project area are 78.597 million tonnes (Mt). The rated production from the project is 2.817Mt per annum and has a planned life of 35 years. The mine is accessed by four punch entries and Two Temporary Punch entries for transportation of men, coal, material and ventilation, located in the No.1 seam from the adjacent Opencast-2 mine high wall and one return air shaft of 7.5m diameter sunk up to 484m depth from the surface. The gradient of the seam is ranging from 1 in 5.5 to 1 in 6.5 and the depth ranging from 294 m Minimum (1 Seam) and 644m Maximum (4 Seam). Presently, all the workings are being done in No. 1 seam.

Trunk and gate roads of panel I and II were developed with twin bolter-mounted LH-1400 Road Headers, Panel III gate roads are being driven by Bolter Miner in place of Road Headers and other galleries with drilling and blasting and coal hauling and dumping on belt conveyor with two side dump loaders and two load haul dumpers. LWPs with lengths in the order of 2.0km and a face width of 250m are worked with state-of-the-art face equipment. Panel No.1 has been extracted and about 3.36MT of coal has been produced. Presently, Panel No.2 is under extraction and it is expected to complete the extraction by March-2020. The proposed Panel No.3 & Panel No.4 are exists further dip side to Panel No.2. The details of Panel No. 3 & 4 are given below:

	<b>Panel No. 3</b>	<b>Panel No. 4</b>
Length of the Panel	2494m	2594m
Width of the Panel	250m	250m
Height of extraction	3.5m	3.5m
Approx. Reserves	32.4MT	33.7MT
Min depth	445m	487m
Max depth	555m	600m

In part of the Panel No. 3 & 4, an overburden dump of 90m is exists over the panels.

The Longwall equipment consists of EL 3000 shearer with 2245KW installed capacity, Armoured Face Conveyor (AFC) with installed capacity of 2565KW, Beam Stage Loader



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(BSL) of 400KW, 146 shields of capacity 2X1150t and 1.75m width, 2x4.5MW of 11KV/3.3KV transwitches and 3 Kms long, 1600mm wide gate belt with 3x315 KW drives.

### 2.3 Details of seams:

- Nature of roof
  - I Seam : Coal roof
  - II Seam : Coal / shale
  - III Seam Top section : Sand stone
  - III Seam Bottom section : Coal
  - IV seam : Sand stone

### 2.4 Ventilation System:

In Adriyala Longwall project mine, Total Number of entries is seven, in which six are intake air ways and one is Return air Shaft.

### 2.5 Adriyala Return Air Shaft:

- Total depth : 481m up to No. 4 Seam(361m up to No. 1 Seam)
- Finished Diameter : 7.5m
- Type of Lining : RCC of 300mm thick Grade M-20.

<b>Specifications of Main Fans</b>	2 Nos ( 1 running + 1 standby)	
Make	Zitron	
Motor Capacity	500HP / 400kW & 550V	
Fan Dia	3200mm	
Fan Speed	750 RPM	
Fan Type	Direct Driven	
Motor Control System	VFD	
Designed Air Quantity(Cu.m/min)	12000	
Designed Pressure mmWG	132	
Blade angle	-20 <sup>0</sup> to +20 <sup>0</sup>	set to -20 <sup>0</sup>

### 2.6 Air chilling plant:

For supplying Cool air to Longwall panel, outsourced Air chilling plant of 1624TR capacity installed at Punch entry-5, and 50 m<sup>3</sup>/sec Air Chilled from ambient with 50 to 75% relative humidity to 9<sup>0</sup>C.

### 2.7 Pumping:

Mine make of water is 2000 GPM (Shaft-600GPM, LWP-1 -500GPM, LWP-2 – 500GPM, other-400GPM) and pumping capacity is 4000 GPM.

### 2.8 Men & Material transportation:

Three chair lift systems covering a distance of about 3.25km from RAMP (Surface) to entrance of the gate roads have been provided for men transportation. In addition to this order has been place for 03 nos Mine cruisers on hire basis for transportation of Longwall crew and other workmen. Multi utility Diesel vehicles provided with Rapid Attachment System (RAS) are being used for material transportation.

### 2.9 Coal evacuation:

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Conveyor system of 9 Km long from Longwall gate belt (Underground) to Coal Screening Plant (CSP) is installed and commissioned with 11 Conveyor belts with installed capacity of about 12 MW. The conveyor system consists of nine Steel core belts & 02 PVC belts of 1600mm width, 3500TPH capacity, 4.0m/s speed and Variable Frequency Drives (VFDs)

#### **2.10 Power supply:**

The Mine is being supplied by 11Kv system, and operating at 3.3Kv.

#### **2.11 Environment monitoring:**

Tube bundle gas monitoring system is commissioned on 19<sup>th</sup> September, 2018, to monitor entire mine environmental conditions.

A 1200CFM capacity N<sub>2</sub> plant is installed on surface of the mine, for goaf inertisation in Longwall panels.

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**CHAPTER-3****SCOPE OF WORK OF SUCCESSFUL BIDDER:****3.0 Scope of the successful bidder is as follows:****3.1 Scope of Work under the Contract:**

Scope of Work for Operation and Maintenance Contract including supply of spares for High Capacity Longwall Package/ Equipment (Supplied by M/s Caterpillar Global Mining Europe, GmbH, Germany), for extraction of coal from two LW Panels (Panel No.3 & No.4) including two face transfers or for a period of 5(five) years whichever is earlier on cost per ton basis at ALP of Adriyala Project Area.

The major Scope of Work including all the related works for the following activities:

- i. Meshing in LWP-2 & LWP -3 for salvaging works.
- ii. Salvaging of Equipment from LWP-2 & LWP-3
- iii. Refurbishment of the equipment during face transfer of LWP-2 & LWP-3.
- iv. Relocation of the equipment including Gate belt (Excluding Civil Foundation Works) at LWP-3 & LWP-4
- v. Complete Operation & Maintenance of LW and its associated equipment, gate belt (including electricals, belt structure, rollers and belting), automation & communication equipment, lighting along main gate & Longwall Face, shiftings of energy train, load centre, any other associated equipment/works etc including cleaning activities.
- vi. Supply of all subassemblies and spares (procured from OEM or OPM only) & consumables for the total equipment, including other consumables like picks, emulsion oil, lubricants, etc., required during the overhauling, operation & maintenance of equipment during entire contract period.
- vii. Maintenance and repairs of 6 Nos. FBLs and its associated equipment/ attachments including supply of spares, consumables, tyres, lubricants and antifreeze etc., for the entire contract period except diesel. Diesel will be provided by SCCL at free of cost at punch entry mouth. As the mine is a trackless mine, FBLs have to meet the total requirements of transportation of material for the entire mine including Longwall. However the operation of these FBLs including operators shall be under the scope of the SCCL.
- viii. Shifting and maintenance of 3.3 KV/550 V Switchgear, 3.3 KV/550V Transwitch along with cables, drill control panels, welding plants and any other equipment provided by SCCL and required for supporting of Longwall face/repair of Longwall equipment/to carryout any other work with 550 Volts supply in Longwall face & Gate Roadways.

**3.2. Equipment covered under the contract**

SL NO	DESCRIPTION	QTY
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1	Shearer -EL 3000	1
2	Power Roof Supports	146
3	PF6-1142 (AFC) set	1
4	PF6-1342 (BSL) set including impact roll crusher	1
5	Power pack pumps ,booster pumps and cooling water pumps, hydraulics, monorails and its associated equipment	
6	Associated Electricals including Transwitches, Load centers, Cables, Lighting, Communication, Signaling & Automation of Longwall system within Longwall face and up to discharge point of Gate Belt.	
7	SCADA system for the Longwall Face equipment and GBC in Underground upto controll room	
8	Gate Belt from boot end to discharge including drives, belting, belt structure, rollers, associated electrical(VSDs, Signaling, communication & Cables, etc.) and hydraulics	1 set
9	Six numbers of multi utility vehiles with all attachments (which includes FBL-10 ,15 & 55 models) and 2 Nos. of Hydraulic Winches )	
10	3.3 KV & 550 V Switchgear, 3.3 KV/550V Transwirsch along with cables, drill control panels, welding plants, any other equipment required for supporting of Longwall face/repair of Longwall equipment/to carryout any other workwith 550 Volts supply in Longwall face & Gate Roadways.	

The equipment in working condition shall be handed over to the Contractor in as is where is condition. At the end of the contract, the equipment should be handed over to SCCL in same working condition.

However in case if any safety related items/sub assembly/system which is mandatory to be maintained as per the statute is found not in working condition the same shall be repaired/replaced by the contractor during the initial overhaul itself.

### 3.3 Manpower deployment:

- a) The contractor shall always maintain at least one technical expert from OEM/OPM in each field of VSD(B&F), Automation, Shearer Electricals, Shearer Mechanicals and Hydraulics (total five) who are having expertise in repair,maintenance and trouble shooting in operations of High Capacity Longwall Equipment and Gate Belt Drives.
- b) For complete Operation and Maintenance of Face equipment, contractor has to either own or hire the expert operations & maintenance team who are having experience on high capacity longwall equipment.
- c) The contractor has to engage sufficient number of certified/ skilled/semi-skilled/un-skilled manpower for proper/ efficient/ safe installation, operation and maintenance of subject Longwall from time to time.

- d) The contractor shall deploy adequate skilled staff/manpower in each shift for total operation of Longwall face and other ancillary operations including cleaning and supporting activities, upto Gate belt discharge in Main Gate and up to 50 mtrs from the face in Tail Gate. The delay on this account, if any, shall be to the contractor's account.
- e) **TEAM** : All the operations in the Longwall panel shall be under statutory supervision of SCCL. The qualification of Contractor's Team shall be as follows:
- i. Project Manager shall be senior qualified Mining Engineer preferably with minimum 5 yrs practical experience of managing similar projects / type of operations. He shall hold the overall responsibility of the project. He shall be always available at the project site and liaison with SCCL personnel on a day to day basis. Preferably the Project Manager shall be on permanent basis for the entire period of the contract.
  - ii. Engineering in charge (Electrical & Mechanical) shall be Senior Engineer with sufficient knowledge and shall have preferably 5 yrs experience in installation and maintenance of high capacity Longwall technology in coal mining.
  - iii. Shift Incharges : Each shift including maintenance shift shall be under the total control of a qualified and experienced mining engineer having not less than degree in mining engineering.
  - iv. Required number of engineers and supervisors having experience in operation and maintenance of high capacity longwall equipment sufficient to ensure smooth face operations shall be posted in each shift including maintenance shift.
  - v. Required number of experienced operators sufficient for operation of each category of equipment shall be deployed sufficient to ensure smooth face operations in each shift including maintenance shift.
  - vi. Required number of technicians with required statutory certificates if any shall be deployed sufficient to ensure smooth face operations in each shift including maintenance shift.
  - vii. Required number of technicians shall be deployed sufficient to ensure smooth maintenance and repairs of Diesel Utility Vehicles and they should be fully conversant with the diesel engines.
  - viii. Above mentioned personnel will be authorized as "Competent Person" under CMR-2017 .

In this regard SCCL reserves the right not to allow inexperienced/inefficient/unsafe/unauthorised persons at any time during the entire period of contract.

### **3.4 Supply of spares and consumables for the equipment.**

- 3.4.1 Contractor shall procure and use all the spare parts & consumables required for ,refurbishment , operation and repair & maintenance of the total package of equipment as indicated at para 1.2 during the entire period of the contract.

The existing inventory of spares and consumables available with SCCL is sparable to contractor and same shall be consumed preferably before procuring fresh stock of same items from time to time. These items shall be replenished within 9 months failing which SCCL reserves right to recover the cost of the same from the monthly bills. Once these items are drawn from SCCL , the responsibility for the monitoring of performance under warranty lies on the contractor.

However, SCCL shall extend the necessary help in submitting the warranty claims if any to the supplier.

3.4.2 Insurance spare parts including long lead and strategic spare parts such as motors, gear boxes, pumps etc. shall be procured in advance and made available at mine site by the contractor to ensure uninterrupted working of longwall face.

3.4.3 All spare parts, consumables, lubricants & tyres for operation and maintenance of the LW equipment and FBL shall be procured in advance and made available at mine site by the contractor to ensure uninterrupted working of longwall face.

However, supply of Diesel fuel for Diesel utility vehicles used for underground transportation of material shall be to account of SCCL.

3.4.4 The entire spares and consumables shall be procured from only OEM/OPMs and same shall confirm to the standard specifications with test certificates where ever required. The contractor shall provide the relavant documents pertaining to procurement of spares to the project officer on demand to confirm the genuinity of spares as and when required.

3.4.5 On mutual consent of both the parties SCCL shall buy the left-over spares at the end of contract period @ of original price of procurement as per the invoice documents. No additional price & cost shall be considered under any circumstances.

#### 3.4.6 **Sub-assemblies:**

a) Procurement & supply of all the subassemblies required for refurbishment & subsequent maintenance and repairs / replacement of the total package of the equipment is to the account of contractor.

b) The repaired sub-assemblies of SCCL, which are available at mine site can be used by the Contractor during contract period as and when required. At the end of contract period all such sub-assemblies are to be handed over to M/s SCCL in working condition as per OEM standards.

c) To be repaired sub assemblies of SCCL, which are available at mine site can be get repaired and used by the Contractor during contract period as and when required. At the end of contract period all such sub assemblies are to be handed over to M/s SCCL.

In case, if any sub-assemblies are repaired by the contractor but not used shall be returned to SCCL at the end of the contract in working

condition and in such case the cost of the repairs shall be reimbursed by SCCL based on submission of documentary proof of cost of repairs.

- d) On mutual consent of both the parties SCCL shall buy back the left-over new / repaired subassemblies at the end of contract period @ of original price of procurement / repairs as per the invoice documents. No additional price & cost shall be considered under any circumstances.
- e) All the removed & unused subassemblies & spares shall be the property of SCCL and hence the same shall be handed over to SCCL immediately on removal unless it is taken for repairs.

### **3.5 Refurbishment of equipment before installation & commissioning of the same at panel No.3 & also panel No.4 during face transfer:**

- i. The entire package of equipment shall be overhauled and refurbished after salvaging the same from the panel No. 2 and before installing at the Longwall face of panel No.3. Similarly, the equipment has to be overhauled & refurbished once again on completion of panel No.3 and before installing the same at panel No.4.
- ii. The equipment shall be overhauled & refurbished either in underground or on surface as the case may be depending on the nature of repairs to be carried out. The entire scope of dismantling, loading, transporting, unloading on surface and again transporting back to the new face duly deploying sufficient skilled/un skilled manpower required shall be to the scope of the contractor. The FBLs & Cranes available with SCCL shall be spared along with operators without cost for this purpose. The Contractor has to make his own arrangements for transportation of equipment (Trolleys) to and fro from mine site to SCCL Workshops.
- iii. The contractor shall be allowed to utilize the existing available workshop facilities at RG2 area workshop or any other workshop belonging to SCCL in their operating areas. Supply of required water & electric power for the purpose of repairs, overhauling & refurbishment of equipment shall be to the scope of SCCL.
- iv. Contractor shall ensure that the repairs / overhauling / refurbishment of equipment / subassemblies shall be as per the standards of OEM and the detailed scope of overhauling/ refurbishment as suggested by OEM is enclosed as Annexure and the same shall be followed.

SCCL reserves right to arrange for technical audit of the repaired / overhauled / refurbished equipment / subassemblies by OEM and in case of any deficiency is observed & reported during audit shall be rectified by the contractor immediately failing which the same shall be arranged by SCCL at the cost of the contractor.

- v. The subassemblies, spares & consumables which are to be imported and having long lead time to supply required at the time of overhauling & refurbishment of the equipment shall be made available at the project by SCCL and spare the same to the contractor on chargeable basis as per clause No. ....

However, the following major new subassemblies shall be supplied by SCCL without cost initially as one time measure at the time of installation of equipment at Longwall face of panel No.3.

Sl no	Description	Qty
1	Line pans of AFC	104
2	Special pans of AFC	1 set
3	Inspection pans in AFC	22
4	Drives of AFC(Tail&discharge)	
5	BSL pans	1 set
6	Drives of BSL(Tail&discharge)	
7	Gate belt Structure including rollers	Full
8	Type 12 belt	Sufficient

**Note:** All the items except item no 7 & 8 are new only. Items no 7 & 8 are a combination of old and new and shall be spared in as is where is condition.

- vi. The Contractor shall ensure that the Diesel Utility Vehicles (FBLs) are maintained always in good working condition throughout the contract period and achieved the guaranteed availability as mentioned at clause No.....
- vii. The entire job of meshing, salvaging, transporting the equipment to surface / new face as the case may be, repairs / overhauling / refurbishment of Equipment, transporting back to the new face, installation & commissioning shall be completed within a period 4 months failing which the penalty as per clause No. shall be made applicable.
- viii. Required expats from OEM / OPM sufficient in number shall be deployed exclusively to supervise the face transfer & equipment overhauling / refurbishment activity and ensure the activities are completed as per schedule with utmost care & quality in overhauling & refurbishment of equipment, installation & commissioning of the same at new face.
- ix. However, since the face transfer operations requires additional man power for a short period of 4 months, the contractor shall opt for utilizing the SCCL unskilled man power @ 200 persons per day along with two supervisors per shift, with no wage cost to the contractor as a one time measure for the 1<sup>st</sup> face transfer. Contractor shall take full responsibility for the quantum of work turnout from this man power and SCCL shall be no way liable for any delays in what so ever it is in this regard.

### 3.6 Electrical Power & Lighting:

- i. Supply of required Electrical power to the working panel for meeting the requirements of entire operations shall be to the scope of SCCL. SCCL shall make arrangements for supply of this power up to transwitches.
- ii. The Contractor shall make all arrangements of transmission and distribution of electric power to the face equipment from Transwitches, duly complying with the Indian Electricity Act/Rules (CEAR-2010) and also in compliance with the circulars, guidelines & instructions of DGMS authorities from time to time.



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- iii. Required Lighting along the Gate roadways except Longwall face shall be provided by SCCL as a one time measure for the panel No.3 and the Contractor has to operate & maintain the same subsequently during the entire period of the contract.
- iv. The shifting of Energy train, Load center and the other associated equipment when the face advances is contractor's responsibility. During such shifting, due care has to be taken by the contractor in loading & transportation of removed material to surface, proper stocking at surface and preserving the material in proper location for future use in the upcoming panels and the same should be documented. However the required FBLs for transportation of the material from underground to surface and site for proper stacking of material at Punch entry mouth will be arranged by SCCL.

### **3.7 Tools & Tackles:**

Contractor has to provide all the required Tools & Tackles, lifting equipments including Special Tools wherever required to their personnel during the entire period of contract.

### **3.8 Transport:**

Contractor shall make their own arrangement for transport of personnel from Guest house or their residence to mine surface. The contractor can avail the existing man riding facilities to transport the manpower from mine surface to the face.

### **3.9 Goaf water management**

The make of water from Goaf and Face along Gate roadways shall be properly dealt by maintaining proper drainage system by the Contractor along Main gate to divert the Goaf Water to the bottom roadway so that the floor along the Main Gate roads will always be kept in dry condition. The contractor shall make arrangement for measurement and recording of make of water from the goaf from time to time as per the instructions of the Project Officer.

### **3.10 Supporting and strata monitoring.**

- 3.10.1 Secondary supporting with cable bolts of 6.1m length with 60T capacity will be done by SCCL as per SSR in gate roadways and cut throughs sufficiently in advance of 500 mtrs.
- 3.10.2 Contractor has to make his own arrangements for supporting the Face with bolting, cement injection, resin grouting, Foam Filling and any other additional supporting etc. as and when required. All the required supporting material including machinery and tools required for such support is under the scope of contractor.
- 3.10.3 Strata monitoring in the longwall face and up to 500 mtrs in the main gate and 50 mtrs. in the tail gate from the face shall be done by the contractor.
- 3.10.4 Additional supporting shall be done by the contractor in case of abnormal strata condition in gate roadways i.e., 50mts out bye from face in tail gate and up to 500mts in Main Gate from Longwall face as per the advise of the statutory officials.
- 3.10.5 In case of any emergencies due to roof fall, side fall, cavity etc., shall be dealt by the respective parties falling in their areas of jurisdiction as mentioned at para no. 3 & 4 above.

- 3.10.6 Contractor shall make his own arrangements for the supporting & other materials / equipment required for undertaking meshing of the face. However, SCCL shall arrange the plastic mesh as a one time measure while meshing the panel No.2 at no cost to the contractor.
- 3.10.7 Contractor has to make its own arrangement for procurement & supply of all the material, man power & tools required for the purpose of supporting and strata monitoring in the panel
- 3.10.8 Scientific studies and the testing requirements if any shall be to the scope of SCCL. Similarly the permissions required for working of the panels shall be obtained by SCCL.

### **3.11 Health Monitoring of equipment, Documentation, Records Maintenance.**

- i. The Contractor shall conduct condition monitoring of the entire equipment under the contract as per DGMS permission/Approval. The reports of this monitoring are to be provided to the Project Officer promptly and necessary corrective action as required and instructed shall be taken on priority for smooth running of the equipment.
- ii. Contractor shall monitor & analyze all the SCADA data to ensure that the health of all the equipment covered is in good condition and submit a detailed report to Project Officer once in a fortnight.
- iii. Contractor shall facilitate for providing the required data in mutually acceptable formats from the SCADA system to port to SAP system of SCCL.
- iv. Contractor shall make arrangements for remote data access for seeking OEM expertise for attending the critical breakdowns.
- v. Contractor shall maintain all the registers duly signed as per Coal Mines Regulation – 2017, CEAR 2010 and any other statutes applicable for the working of Longwall equipment. All these records shall be checked for compliance and countersigned by the Project Authorities.

### **3.12 DGMS Approvals**

- i. Renewal of the equipment approvals by the DGMS, Dhanbad, India under the law shall be taken up by the Contractor with help of OEM. However, SCCL shall issue the performance report of the equipment for getting the renewal of DGMS approvals.
- ii. The contractor has to maintain, test the equipment periodically and carry out the operations complying with DGMS Permission/ Approvals.

### **3.13 Safe Work Systems**

Contractor must develop safe operating procedures and obtain approval of SCCL for effective implementation duly circulating the same among all the employees working under their control.

The contractor shall be responsible for the violations / deviations of any SOP, rules & regulations under Mines Act / other applicable acts and is liable to pay the total compensation what so ever it is to the concerned in case of any accidents resulting in loss of property, loss of limb / life and towards any serious injuries caused to the persons working in his jurisdictional area / under his control. If any penalty or compensation is required to be paid to any one including workmen of

NIT for Operation and Maintenance of LW equipment at ALP , Adriyala Project Area.

Contractor due to any accident or violation of the safety standards, Contractor shall pay the same. The compensation shall be paid at the rate at which SCCL pay compensation to its workmen.

Contractor shall provide Personnel Protective Equipment (PPE) to all its workmen and maintain them in good working order at its cost.

Contractor shall guarantee that the services under the contract will be performed in accordance with Indian Coal Mine Safety Rules & Regulations and other applicable laws in force from time to time which the SCCL shall bring to the notice/ attention of Contractor.

### **3.14 Completion period**

Five Years or till completion of extraction of coal from Longwall Panels No.3 & 4 whichever is earlier.

### **3.15 OBLIGATIONS OF SUCCESSFUL BIDDER:**

- i) Successful bidder, before starting the work, shall furnish to the mine management the list of equipments, proposed to be deployed for the work. No equipment shall be deployed for the work without the approval of SCCL.
- ii) The SCCL shall have the right to inspect or arrange inspection of the equipments deployed by Successful bidder for the work at any time and declare any equipment unsafe and ask for its immediate withdrawal from the site/ operation. Successful bidder shall ensure prompt/ immediate compliance of the same.
- iii) Successful bidder shall at his own cost, arrange for regular checking/ maintenance/ repair of the equipment and keep them in good and safe condition at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept for the purpose, which shall be readily available for inspection whenever required.
- iv) Only experienced, skilled and disciplined worker of sound health, good behaviour and antecedents having experience shall be deployed by Successful bidder to operate the equipment deployed for the work.
- v) The work may be executed round the clock on all the days of week, if required or as directed by the mine management and Successful bidder shall be obliged to comply with the same.
- vi) Successful bidder shall maintain proper records in English/Telugu of the equipments/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the SCCL shall have the right of access and inspect these records or to call for any or all these records or ask Successful bidder to submit such reports as it considers necessary and Successful bidder shall be bound to comply with such instructions.
- vii) The SCCL shall have no responsibility/ liability whatsoever for compensation payment in case of accident / damage to Successful bidder's equipments in the transit or while engaged in the work.

- viii) Successful bidder shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The SCCL shall have no responsibility / liability whatsoever on these account and Successful bidder shall fully indemnify the Company against any claim/ dispute / reference Award, etc. arising out of the same.
- ix) Successful bidder shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of Successful bidder and a copy of the same shall be furnished to the mine management as and when required. All these persons shall be in the direct employment and under direct administrative control of Successful bidder and the management shall have no responsibility / liability whatsoever in this regard.
- x) Successful bidder shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
- xi) Successful bidder shall not engage any person less than 18 years of age and female deployment as required by relevant law.
- xii) Successful bidder shall not pay less than the minimum wages to the workers engaged by them as per the Minimum Wages Act or such other legislation or award or the minimum wages fixed by the State Government as may be in force.
- xiii) Successful bidder shall make payment to his employees at the place (s) and manner specified by the mine management and in the presence of the authorized representative of SCCL who shall duly witness all payments by Successful bidder to his employees. For this purpose Successful bidder shall notify to the mine management the wage period (s) day/ date and time of payment.
- xiv) Successful bidder shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the mine management.
- xv) Successful bidder shall make timely payment of all salary / wages / dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulations, Orders applicable to the work e.g. Bonus under the Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- xvi) Successful bidder shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard.

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- xvii) The responsibility of Successful bidder in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by Successful bidder against any claim arising out of any non pay-payment/ short-payment/ dispute/ award.
- xviii) Payment to Successful bidder will be done through Electronic mode. For this the desired information is to be furnished by the successful bidder after becoming successful.
- xix) The Successful bidder shall keep the Company indemnified against all damages caused to any employee and / or property of company due to negligence of the Successful bidder and / or its men and agents.

### 3.16 NOTES :

- i) The successful bidder at the discretion of SCCL may be advised to execute the scope of work envisaged, as per the specific site conditions during the time of execution.
- ii) All the information given above is subject to prevailing local conditions and subject to confirmation/modification by the GM, APA Area or PO,ALP..

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**CHAPTER-4**  
**FACILITIES TO BE PROVIDED BY THE COMPANY**

**4.0 Scope of work of SCCL: SCCL shall undertake the following activities:**

**4.1 Coal Transport:**

SCCL shall make arrangements for out bye coal clearance from gate belt discharge up to surface.

**4.2 Supply of Ventilation**

SCCL shall provide air quantity @ 2,500CuM/min. at immediate in bye of the Last cut-through and the quality of the air shall be as per the standards of ventilation under CMR 2017.

Construction of ventilation stoppings, isolation stoppings and any other arrangements to be made for effective coursing and organization of ventilation in the panel including face shall be to the scope of SCCL.

The monitoring of environment & air quality at the face, goaf environment and initiation and execution of subsequent mitigative measures shall be to the scope of the SCCL.

**4.3 Clean water supply**

- i. Clean sand filtered water as per the standards of O&M manual shall be supplied by SCCL up to energy train for the purpose of water spraying , dust suppressions & cooling of motors at the required quantities. However the contractor has to make his own arrangements to send the water at the required pressure by providing Pressure Reducing valves at strategic locations.
- ii. However, SCCL shall further supply RO water up to energy train for the purpose of hydraulics operations. However the contractor has to make his own arrangements to send the water at the required pressure by providing Pressure Reducing valves at strategic locations.

**4.4 Electrical Power:**

Supply of electric power up to transwitches, required for the entire operations what so ever they are in the Longwall panel shall be to the scope of SCCL.

**4.5 Men Transport:** To minimize travel time of work force to the site, SCCL shall provide with a series of Man riding systems from surface to Long wall face up to 500m from the energy train during shift timings.

**4.6 Diesel Fuel supply for FBLs will be under the scope of SCCL.**

**4.7 Material Transport:** SCCL shall provide FBLs alongwith operators and the contractor has to make his own arrangements for transportation of the material to and fro between surface and the longwall face.

**4.8 Stone dust:** Stone dusting of the Gate Roadways shall be under the scope of SCCL.

NIT for Operation and Maintenance of LW equipment at ALP , Adriyala Project Area.

**4.9 Mine site office:** Unfurnished office accommodation with intercom telephone facility at the mine site for the onsite Project Manager will be arranged by SCCL.

**4.10 Surface work shop facilities:** SCCL permits the contractor to utilize the existing facilities at RG-2 Area Workshop.

**4.11** Development of longwall panels including face widening to facilitate installation of the equipment is under the scope of SCCL.

**4.12** Suitable Warehouse with compound wall will be provided to the Contractor for keeping their spares and consumables with 24 hour access. However the contractor has to make his own security arrangements for their Stores.

**4.13** Contractor shall ensure that the services under the contract will be performed in accordance with Indian Coal Mine Safety Regulations in force from time to time which the SCCL shall bring to the notice/ attention of the Contractor and Contractor shall protect SCCL legitimate interests in all circumstances. However, any abnormal implication affecting either of the parties due to such changes will be mutually discussed and settled.

In course of the services to be performed under this contract, Contractor shall be responsible for adhering to Indian Coal mines safety laws.

**4.14** Danger due to fire, inundation, roof falls, cavities etc: SCCL and Contractor shall follow the method of mining and other stipulations imposed by DGMS authorities for minimizing the risk of spontaneous heating. In case of any spontaneous heating in goaf and occurrence of fire if any, the same shall be dealt by SCCL and contractor has to extend his full support by way of sparing manpower, material and other resources available with them.

**4.15** Goaf inertisation is under SCCL scope.

**4.16** Supply of required timber as assessed jointly by both the parties during operation and salvaging is under the scope of SCCL .

**4.17 Accomodation:** SCCL shall provide unfurnished accommodation subject to availability on chargeable basis as per the prevailing tariff from time to time. Electric power also shall be on chargeable basis the prevailing tariff from time to time .

**4.18 In addition to the above, the Company shall provide the following additional facilities to the Successful bidder, on free of charge.**

- i) Cap lamps and flame safety lamps for Successful bidder's workers and supervisory personnel, shift wise at Bhupalpalli KTK .5 Incline Mine. The place of issue, number of Cap lamps and flame safety lamps to be provided to the Successful bidder shall be determined by the GM,APA or PO,ALP
- ii) The Successful bidder shall ensure that the cap lamps are duly returned to the lamp room, in proper condition, at the end of each shift. For any damage to, or loss of any cap lamp by the Successful bidder's men, the Successful bidder is liable to be charged, by the Company, at rates to be fixed by the GM, APA area.
- iii) Statutory supervision, such as Under Manager, Pit Engineer, Overman, Electrical Supervisor, Mechanical Charge-hand and Mining Sirdar to carry out statutory supervision. However, Successful bidder has to appoint qualified

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certificate holder to carry out all the electrical installations, repairs and maintenance in the Successful bidder's scope.

- iv)** The contractor shall arrange for Induced blasting or any other blasting as and when required, as per permission conditions stipulated by DGMS authority and as directed by the Colliery Manager depending on the strata conditions. SCCL shall arrange for required explosives on chargeable basis. However, shot firer/sirdar shall be provided by SCCL on free of cost. Transport and handling of explosives to perform the required work shall be to the scope of the successful bidder.
- v)** SCCL shall provide the suitable Crane facility beyond 75 tonnes required for equipment loading and unloading at surface near the mouth of the incline on chargeable basis subject to availability.

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**CHAPTER-5**  
**BILL OF QUANTITIES AND FORMAT FOR PRICE BID**

**5.1** The price bid is to be filled in as per the bill of quantities in the format given in E-portal

**5.2** The rate shall be quoted against the item given in clause 5.4 hereof, The work for which rate has been invited shall be deemed to include thereof the provision of all labour, all the spares and subassemblies, materials, all plant, temporary works, if any, and everything whether of a temporary or permanent nature required in and for such completion guaranteed production. The rate for the work shall be deemed to include there of all the charges for any ancillary works required to be done for the execution of the contract including the supports required as per statutie whether temporary or permanent in nature and no additional claims for any ancillary work shall be entertained.

**5.3** The Contractor shall be responsible for carrying out the works in accordance with all terms and conditions laid in the NIT and as directed by GM, APA area.

**5.4** Bidders shall quote in INR per unit towards item No.1 and No.2.

**5.5** Schedule of rates for the following items as per terms and condtions in the NIT .

Note: Quoted rates should be in INR only.

S.No	Description of Work	Unit of Work	Approximate Qty. (Tonnes)	Rate per unit of work	Contract Value in Rs.
			<b>a</b>	<b>b</b>	<b>c = a x b</b>
1.	Extraction of coal by operating and mainatining Longwall equipement as per scope of the work, technical specification and other provisions indicated in the NIT for entire period of the contract.	Ton	<b>70,60,000</b>	----- (in INR)	-----
2	Face transfer including Meshing and Salvage of equipement from old panel to new panel, including overhauling and installation & commissioning at LWP-3 as per scope of the work, technical specification and other provisions indicated in the NIT for entire period of the contract.	No.s	<b>2</b>	----- (in INR)	---

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- 5.6** SCCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest cost per tonne on landed cost basis.
- 5.7** In case two or more bidders have quoted same rate on total landed cost basis, then the successful bidder will be selected through suitable lottery system to be decided by SCCL.
- 5.8** In case of revealing of price by any bidder during technical bid submission, those offers are liable for rejection.

(Signature of Tenderer with seal)

## **CHAPTER-6**

### **STANDARD MINING CONDITIONS**

**6.1** To avoid disputes in case of encountering non-standard mining conditions, the following guidelines are prepared to revise the ACQ by area management committee at the end of every production year duly verifying the record maintained to that effect.

#### **6.2 STANDARD MINING CONDITIONS:**

To overcome non-standard mining conditions with least dispute, non standard mining conditions are defined as given below to provide a clear differentiation between standard mining conditions and non-standard mining conditions. In case non-standard mining conditions result in loss of time for more than half an hour, the delay on this account shall be treated as hindrance to the work in progress and shall be excluded from the working hours available for production. The details of non standard mining conditions are as follows.

- i. **Inrush of Water :** In the event of abnormal increase (>140 lps) in the inrush of water during the actual cutting time resulting in disruption to the normal working.
- ii. **Methane:** In the event of liberation of methane exceeding 1.25% & resulting in disruption to the normal working.
- iii. Electrical Power:** In the event of disruptions to the normal working due to failure of incoming electrical supply up to transwitch.
- iv. Water Supply:** In the event of disruptions to the normal working due to shortage of water, quality as mentioned in the Clause .....
- v. Ventilation:** In the event of disruptions to the normal working due to any kind of reasons attributable for non compliance of standard ventilation as per CMR .
- vi. Coal evacuation:** In the event of interruption to transportation of coal from the long wall face beyond gate belt affecting the Longwall face operations.
- vii. Material Transportation:** In the event of interruption to transportation of material as mentioned in clause no ----- affecting the Longwall face operations.
- viii. Personnel Transportation:** In the event of interruption to transportation of personnel to and from the long wall face affecting the Longwall face operations.
- ix. 10.6 Roof conditions in Gate roads:** Any interruption due to bad or abnormal roof conditions or face stoppages for dealing with such bad roof conditions including supporting of cavities beyond 50 mtrs in Tail gate and 500mtrs in Main gate .

**x. 10.7 Daily Joint Report on Mining conditions:**

Note: Report on the above parameters will be measured, recorded and report signed by both the parties along with production:

- a)** Such occurrences shall be declared and recorded and certified by the Representatives of SCCL at mine level and the successful Bidder, the same shall be verified and certified by Area Level Management Committee and the summary of such occurrences shall be approved by Corporate Management Committee.
- b) Disruption means** – It shall occur when face is otherwise ready to produce and the men to operate are available in the face. But for the interruption caused by the reason in the clause mentioned, the face in all respects would have produced to the full extent.

**ANNEXURE-1****Specifications of Equipment covered under contract**

SI. No	TECHNICAL DATA	Adriyala Longwall
<b>I</b>	<b>POWER ROOF SUPPORTS</b>	
1	Support capacity	1152 Tonnes (2 legged DTDA version)
2	Support Density	120 Tonnes per Sq.mt (before cut) 104 Tonnes (after cut)
3	Operating Range	2.8 to 3.6 m
4	Closed and open height (Shield Range)	2.4 to 3.9 m
5	Support width	1.75 m
6	Setting load	90% of Yield load. A Separate high pressure set system (400bar) shall be provided instead of increasing the main system pressure.
7	Canopy shall be provided with	Canopy shall be provided with Knuckled flipper that allows tip to face to be supported along with the top of the seam.
8	Canopy tip to face distance	Around 509 mm to 529 mm
9	Relay bar Stroke length	0.85 m
10	Advancing system	Reverse mounted advancing ram with stroke length equal to web depth (850mm) plus 100mm with required capacity in tones for pulling and pushing of AFC. Provision shall be made on relay bar to increase by another 200mm. The advancing rams shall be end mounted ones.
11	Rapid Yielding	Rapid yielding valves of 1500 lpm and Gas operated Rock burst valve (DN 40 U) of flow rate of about 6000 lpm for each leg.
12	Operating fluid	2-3% Synthetic Oil
13	Base	Shall be designed to work side inclination up to 1:4 and dipping direction of retreat with gradient of 1:10
14	Controls	Batch controls of 5 to 10 + SIRSA for advancing the supports as per the movement of shearer automatically.
15	Side shield	Movable side shield shall be provided on the both sides of support with a provision to lock as per requirement. When one side is movable, the other side shall be fixed with rehandable facility.
16	Positive Set	Each leg shall have positive set system with a separate line.
17	No. of Cycles (life cycle test)	The powered roof support shall be suitable for 60,000 operational cycles.
18	Leg System	Each leg shall have one pilot operated non-returned valve, one yield valve and one pressure gauge with dual needle.

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		Each leg shall have independent hydraulic circuit.
19	Anti Topple	Anti Topple arrangement shall be provided to gate support
20	Approx. Weight of support	35 Tonnes
21	Support Control	PMC-R Electro- hydraulic control
22	Contact pressure (base) Contact pressure (roof)	At 450 bar : 2.93 MPa At 450 bar : 1.34 MPa
23	Type of legs	Double telescopic
<b>II</b>	<b>SHEARER</b>	
1	Make	BUCYRUS DBT
2	Type / Model	EL 3000
3	Haulage System	Soft Start System for haulage
4	Haulage System-Track	Jumbo track 2000
5	Electrical motors	i) 2 X 860 KW for cutter drums ii) 2 X 150 KW for haulage

		iii)200 KW for in built crusher iv)1 X 75 KW for hydraulics v) 200kW built in Crusher
6	Cutting height	2.8 m to 3.6 m
7	Shearer height	1.68 m
8	Operating voltage	3.3 KV, 3-Phase, 50 Cycles
9	Cutting capacity	3000 TPH (while travelling up the hill at a gradient of 1 in 4(about 14 degrees)
10	Web depth	0.85 m
11	Clearance between Shearer and AFC	749 mm
12	Cutter drum : Minimum guaranteed tonnage of coal to be extracted by each set of drum in 3.0MT	Dia: 2.3m with adequate and efficient dust suppression system with back face flushing of the pick and suitable gas diffusion arrangement (Hydra ITPP System). (Incendive Temperature Potential Protection System)
13	Machine length (between drum centres arms horizontal)	Approx. 15.80m
14	Machine weight	90 Tonnes
15	Machine control	Radio control
16	Cutting height Max Cutting height	3600mm with a 362mm under cut 3955mm with a 362mm under cut
17	Drum diameter	2.3 m
18	Drum Web	850mm Across the picks
19	Machine height	1680mm
20	Haulage Pull (100%)	102 Tonnes (996KN)
21	Max. Machine speed	30.11 m/min
22	Ranging Arm	2XRA860 ARMS @ 35 RPM
23	Ranging Arm Motor	2XEL44C MOTORS @ 860KW
24	Haulage Unit	2XHU150 GEARBOXES @ 125KW
25	Haulage Motor	2XEL55C MOTORS @ 150KW
26	Power Pack	PP3-200 L/ min
27	Power Pack Motor	PM3-75KW
28	Coal Sizer	200 KW EL69B
29	Down Drives	DD 150 22T/31T/11T JUMBOTRACK 2000
30	Main Frame	MF3-1680mm HIGH
31	Machine Voltage	3300V (3.3KV)
32	Total installed power	2295 KW (2x860 + 2x150 + 200 + 75)
<b>III</b>	<b>ARMoured FACE CONVEYOR</b>	
1	Face length	260m long face + 10.5m spare
2	Capacity	3X855 KW, 3.3 KV, 3-Phase, 50 Cycles, 1142 mm wide, high wear-resistant, PF6 Deck plate with minimum thickness of 30+25mm, 48X144/160 mm twin inboard chain of suitable speed(1.59m/s) and a minimum capacity to convey of 3100 TPH.
3	Starter	CST soft start system
4	Gear boxes	At Main Gate: P and KP 45 CST; i=33 At Tail Gate: KP 45 CST; i=33

		3x855kW Motor
5	a. Min. guaranteed Tonnage of coal to be handled by AFC Pans. b. Min. guaranteed Tonnage of coal to be handled by sprocket and chain	5 MT 2.5 MT
6	Other	a. The haulage system shall be designed to be level in to the gates i.e., no rise or fall vertically on the shearer haulage system, that may effect the horizon control. b. Auto tensioning arrangement. c. Hydraulic slow running / driving system.
7		
<b>IV</b>	<b>BSL (BRIDGE STAGE LOADER)</b>	
1	Make	BUCYRUS DBT MAKE-TYPE PF 6/1342
2	Length	29.5m with suitable overlap system
3	Capacity	400KW, 3.3 KV, 3-Phase, 50Cycles/ sec. 1342mm wide, high wear resistant, PF6 Deck plate with minimum thickness of 30+25mm, 42X146mm twin in board chain, 2.06 m/sec speed, and a minimum capacity to convey of 3200 TPH.
4	Starter	Suitable soft start system
5	Gearbox	KP-25/30; i=21
6	a. Min. guaranteed Tonnage of coal to be handled by BSL Pans. b. Min. guaranteed Tonnage of coal to be handled by sprocket and chain	5 MT 2.5MT
7	Other	a. Tension frame provided for BSL. b. Hydraulic slow running / driving system shall be provided. c. The overlap over under frame shall be 3.0m.
<b>V</b>	<b>LUMP BREAKER (IMPACT ROLL CRUSHER)</b>	
1	Make	Bucyrus DBT Make- Type SK 1118
2	Capacity	400KW, 3.3KV, 3-Phase, 50 Cycles/sec 3200 TPH
3	Type of Drive	E-motor-Turbo coupling-Gear box
	Total installed power	800 kW
<b>VI</b>	<b>GATE BELT CONVEYOR:</b>	
1	Make	Bucyrus DBT Make
2	Length & Width	3000m length, width 1600mm
3	Gear head	1 No. of 3X315 KW, 1.1KV, 3-Ph,50Cycles/sec
4	Capacity	Not less than 3200TPH
5	Loop Take up Arrangement	To accommodate 200-210m belt with automatic loop take up arrangement.



6	Other Provisions	Communication, Control system with pre start warning, pull cord arrangement, belt sway switches, zero speed protection for whole length of the Conveyor.
7	Belt Speed	4 m/s

**VII POWER PACK**

1	HIGH PRESSURE UMP STATION WITH THE SUBSEQUENT-SETTLE AUTOMATIC, CONSIST OF:	<ol style="list-style-type: none"> <li>1. 1.3 X EHP-3K 200/53-309 lpm/360 bar(200kW) - High Pressure PUMPS-200kW, - HAUHINCO</li> <li>2. 2 X EHP-3K 50/32-51 lpm/500 bar(50kW) - BOOSTER PUMPS-75kW – HAUHINCO INCLUDING FILTER STATION AND EMULSION TANKS WITH AUTOMATIC EMULSION MIXING SYSTEM FOR BOTH PUMPS.</li> <li>3. 3 X EHP-3K 150/62 -372 lpm/220 bar(150Kw) - WATER Spraying PUMP-75kW- HAUHINCO INCLUDING FILTER STATION AND WATER TANK</li> </ol>
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**VIII ELECTRICAL EQUIPMENT (3.3 KV, 3 PHASE, 50 CYCLES/SEC SYSTEM) INCLUDING CABLES - BALDWIN & FRANCIS MAKE**

1	3 Nos. of 11/3.3 KV, 4.5 MVA Set transformers and Two Load centers (with 18 outlets including 4 nos as spare outlets)	Set
2	Flexible cable with plug & socket Complete	Set
3	Signaling, Communication and control system with pre-start warning	For AFC , BSL & GBC
4	Lighting system of low voltage with light fittings in the face for every Support, BSL, Pumping station and Electrical sub-stations	One set
5	Make of Electricals for Power centre & Load centres: Baldwin & Francis	
6	Gate Belt control, signaling(Lockout), Pull chord and communication system	
7	11KV Belt conveyor Switch Gear	
8	SCADA system for LW face equipment and GBC	

Operating voltage of Longwall face equipment : 11KV/3.3KV

Operating Voltage of Gate belt Conveyor : 11KV/1.1KV

Operating Voltage of Trunk belt Conveyors : 11KV/1.1KV

<b>IX</b>	<b>TRANSPORT &amp; FACE TRANSFER EQUIPMENT</b>	
	2 NOS. OF SHIELD HAULERS FBL 55	NO ATTACHMENTS, MACHINE IS WITH FORK
	2 NOS. OF FBL 10	<ul style="list-style-type: none"> <li>- EACH WITH 1 BUCKET AND 1 FORK</li> <li>- IN ADDITION FOR BOTH FBL 10 TOGETHER: <ul style="list-style-type: none"> <li>- 1 DIESEL POD</li> <li>- 1 WORK BASKET</li> </ul> </li> </ul>

		- 1 MOBILE CRANE
	4 NOS. OF FBL 15	- EACH WITH 1 BUCKET AND 1 FORK - IN ADDITION FOR BOTH FBL 10 TOGETHER: - 4 Nos of CHT Trailers
	Hydraulic Winches	- 2nos

Note: The above details are given only to familiarize the Contractor with the equipment. If it is not mentioned in the list also the Contractor is sole responsible for the equipment from tail gate of AFC to discharge drum of gate belt.

**GUARANTEED DELIVERABLES :** During the contract period the Contractor has to achieve Guaranteed deliverables as mentioned in the following table.

Panel description	Details of deliverables	Guaranteed Production /schedule
Longwall Panel-2	Face transfer including Meshing and Salvage of LWP-2, equipment overhauling and installation & commissioning at LWP-3.	4 Months
Longwall Panel-3	Coal to be extracted is approx. 34,60,000 Tonnes	2,00,000 T/ Month
Longwall Panel-3	Face transfer including Meshing and Salvage of LWP-3, equipment overhauling and installation & commissioning at LWP-4.	4 Months
Longwall Panel-4	Coal to be extracted is approx. 36,00,000 Tonnes	2,00,000 T / Month

**Note:** Any other equipment not covered in the above package but provided by SCCL subject to availability and sparability on the request of the Contractor for use during the entire period of contract.



**Appendix-I**  
**FORMAT FOR COVERING LETTER**

(Bidders are required to fill up the blank spaces in this Tender Form)

To

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Dear Sirs,

Having examined the Tender Document for the works explained therein and having visited the site and made ourselves aware of all the local and statutory conditions and other information likely to influence or affect our offer, we, the undersigned, offer to complete the guaranteed production envisaged in the NIT in conformity with the provisions of the Tender Document for the respective rates mentioned in the Schedule of Quantities.

We understand that, if our Tender is accepted, the Contract is to commence as mentioned at clause no.----- and we undertake to commence, and to complete and deliver the whole of the works comprised in the Contract with in a period of 5 production years, calculated from the last day of the aforesaid period i.e. from the date of commencement.

We have deposited an **Earnest Money for INR 7,00,00,000 (Rupees Seven crores only )** by way of a Bank Draft from ..... drawn in favour of your Company which amount is not to bear any interest. We do hereby agree that this sum shall be forfeited by SCCL in the event our tender is accepted and we fail to execute the Contract when called upon to do so.

We agree to abide by this Tender for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this tender together with the company's written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. We also understand that you may accept the tenders in part also.

Yours truly,

(Signature of the Bidder)

**Appendix – II**  
**FORMAT FOR SUBMITTING PARTICULARS OF THE BIDDER**

Enquiry No: E1218O0xxxxx

DATE:

**PART 1-A**

**PARTICULARS OF BIDDER**

**1. NAME, ADDRESS AND OWNERSHIP STATUS OF BIDDER**

**I) If a Company /JV company /CONSORTIUM**

Name of the Company:

Date and place of registration:

Memorandum & Articles of Association:

Names of the all the Directors:  
 Full postal address of the registered Office & all the Directors.  
 DETAILS OF JV/Consortium

**II) Registration details**

- a) Income Tax PAN No.
- c) GST Registration No.

**2. FINANCIAL RESOURCES:**

- i) **Annual Turnover of the Bidder: Annual Turnover of the Bidder:** Certificates from Chartered Accountant to the effect that minimum turnover in any activity of value INR. 90,00, 00,000 (Rupees Ninety crores ) in any one financial year during the last seven financial years (2012-13, 2013-14, 2014-15, 2015-16,2016-17, 2017-2018, 2018-19).
- ii) The bidder has to furnish Solvency certificate for Rs 20,00,00,000 (Twenty Crores) for this contract issued by bank for liquid assets or revenue authorities of not less than the rank of MRO for immovable property or separately from both the authorities along with bid. The date of issue of such solvency certificates shall not precede by more than 12 months from the date of submission of the bid.

(For calculating equivalent Foreign Currency, the Bill selling rate of SBI on the last date of submission of bid shall be considered.)

In case, Bidders have their financial statements in the currency other than Indian Rupees, for the purpose of evaluation, the financial results shall be converted into Indian Rupees at exchange rate issued by Reserve Bank of India prevailing on the balance sheet date for that financial year. In case financial statements of the bidder are in any language other than English, bidder shall also submit a copy of financial statements in English duly certified by an advocate entitled to practice in any High Court in India.

- iii) Documentary evidence to show the bidder's ownership of major assets, if any.

- iv) Copies of acknowledgement of IT returns filed for the last '3' years and assessment orders passed by respective authorities.
- v) Copies of balance sheet certified by a Chartered Accountant for the last five financial years.

**1. TECHNICAL RESOURCES:**

- i) List of technical personnel available with the Contractor along with their qualifications.
- ii) List of equipment/machines with documentary evidence.

**4. EARNEST MONEY:**

Deposit of Earnest Money by :  
 Draft No :  
 Drawn on :

Issued by :  
 Amount (INR) :  
 Valid upto :

**6. ACCEPTANCE BY THE BIDDER OF THE GENERAL TERMS AND CONDITIONS AS PER TENDER DOCUMENT (attach signed copies).**

**1. Performance of the Equipments (Long wall Technology) as per qualifying requirements of Technical Criteria:**

Sl. No.	Name of the Manufacturer / Operator	Year of supply of the equipment package	Name and address of Mine / Project where the proposed equipment package were deployed	Year wise production of the package during equipment's life

**2. Any other proofs to satisfy the qualifying requirement of the NIT**

**Signature of the Bidder.**

**Note:** Separate sheets may be attached to furnish details, if necessary.

**Appendix – III**  
**FORMAT FOR AGREEMENT**

THIS AGREEMENT made the ..... Day of .....BETWEEN .....of .....(hereinafter called “the Company”) of the one part and .....of .....(hereinafter called “the Contractor”) of the other part, WHEREAS the Company is desirous that certain works should be completed, viz., ..... And has accepted a Tender by the Contractor for the, completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - i) The Tender document supplied against Tender Notice No.....
  - ii) Work Order No-....
  - iii) Negotiations dated
3. In consideration of the payments to be made by the Company to the Contractor, as hereinafter mentioned the Contractor hereby covenants with the Company to construct, complete and maintain the Works in conformity, in all respects, with the provisions of the Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

Signed by the Contractor

Address

In the presence of witness

Signed by on behalf of the Company

Designation

In the presence of witness

Designation

**APPENDIX - IV**  
**BILLING FORMAT**

**MEASUREMENT BOOK**

NAME OF THE WORK :  
 WORK ORDER NO. :  
 AGENCY :  
 COMPLETION PERIOD :  
 AWARDED AMOUNT :  
 DATE OF STARTING :  
 (ZERO DATE)  
 DUE DATE OF COMPLETION :  
 M.B NO. :  
 CHARGED TO :  
 CHARGE CODE :

**SIGN. OF P.O,ALP/P.O**

No.	P.O Item No.	Description of work	Total tonnage of Extraction		Quantities of work done			Rate in INR	Unit	Amount			Qty. executed beyond the scope	Remarks
			As on	Last month	Paid as per last Bill	Since last bill	Total upto date			Paid as per last bill	Since last bill	Total upto date		

A permanent file may please be built up with the following certificates/ Documents, duly numbering the papers serially and sent to F & A Dept. along with the Bill prepared by the contractor, pay-sheet, the Measurement Book duly certified by Manager / P.O, ALP Incline authorized for the contract by the General Manager, APA area.

1. Letter authorizing the Manager/P.O, ALP, APA by the General Manager, APA area is to be obtained as per the Purchase Order no.--- unless otherwise specified.
2. Details of employees engaged given by the Contractor are to be produced as per Clause No.\_\_\_\_\_ of the Order.
3. Statutory Form on the firms /joint venture's, S.T. No., and Income Tax No. of the Contractors as per Clause No.\_\_\_\_\_ of the Order
4. Details of Contractor's Resident Engineer and his assistants as approved by GM, APA area or P.O, ALP, APA is to be produced as per clause No.



5. Persons engaged by the Contractor in extraction of coal and sent to Medical examination and trained at M.V.T.C as per prevailing Vocational Training rules for Coal Mines before they are engaged on work. Letter of proof to be produced as per clause No.
6. Indemnity bond by the Contractor against any claim in case of accidents is to be produced as per Clause No.
7. Indemnity by the Contractor against proof of depositing Royalty on account of Minor Minerals used in the work before the final bill is processed for payment as per clause No.
8. GM, APA area approved detailed time-schedule of activities as per clause No.
9. License No. as acquired under the Contract Labour (Regulation and Abolition ) Act,1970 and Contract Labour ( Regulation and Abolition ) Central Rules 1971 as per cause No. I)
10. Certificate of Commencement of Work (i.e Date of commencement) as per clause No.
11. Insurance Policies pledged/shown to the S.C.C L. as per clause No.
12. Certification about maintenance of a Separate "SITE REGISTER" by P.O, ALP, APA.
13. Certification by the P.O, ALP regarding maintenance of the following by the Contractor:-
  - SITE ORDER BOOK to receive and record site orders.
  - All Book of Accounts regarding payments to Contractor's Labour and other employees
  - SITE REGISTER for recording hindrances ( which is required to verify the genuinity for entitlement of extension of time of completion, if required )
  - Record of Materials supplied by the Company and consumed for the work (proper accounting of materials received and consumed)
  - B-Register and other registers as per statute
  - Record of the Explosives and Accessories (Type-wise) issued to him and used by him on daily basis and strictly complying with all statutory provisions in this respect.

The following components of recoveries must be recorded in each and every R.A.BILL, though there is no recovery proposed in the bill (mark as NIL. If there is no recovery):-

**RECOVERIES:**

I. Cost of Materials: INR

- |    |                              |   |                    |
|----|------------------------------|---|--------------------|
| 1. | Explosives (if any)          | : | Enclosed           |
| 2. | Detonators (delay ) (if any) | : | day-wise           |
| 3. | Shot firing cable (if any)   | : | issue statements : |
| 4. | Others (Please specify)      | : |                    |

**II. Cost of Services provided by SCCL on chargeable basis:-**

- |    |                                    |   |   |
|----|------------------------------------|---|---|
| 1. | Vocational Training Charges        | : | Ensured from the concerned department and enclosed supporting documents |
| 2. | Rent for a) Quarters b) Co's Plant |   |   |

- and Machinery (if any) :
3. Value of work done by the Company  
for the contractor.(if any) :
4. Damages to company's property.  
(if any) :
5. Others (Please specify) :
6. Royalties/cess :
7. S.T and other Taxes :
8. Against Complaints from  
Contract labours (if any) :
9. Income Tax :
10. Others., if any ;

The following certificates are to be recorded in each and every R.A Bill:-

<b><u>CERTIFICATIONS</u></b>
<p>1. No labour, Materials, installation works, construction works, temporary works or anything whether of a temporary or permanent nature required in and for the extraction of coal with Longwall, completion and maintenance of the various works detailed in the scope of work and Time Schedule have been provided by the Company except those recoveries mentioned in the bill.</p> <p>2. The contractor has disposed the coal/muck at the specified areas and levelled the dumps as directed by the under-signed.</p> <p>3. The dirty water discharged is coursed through settling tanks before releasing it to the natural drainage.</p> <p>4. Maintaining the site Register and all Records as per terms and conditions of the Order.</p> <p>5. Off-set survey has been made at a distance of 5m or as advised along the extraction, etc.</p> <p>6. Consulted the site Order Book and the Contractor has complied with the orders.</p> <p>7. Satisfied with the strength and structural safety of the work/the quality of the materials</p> <p>8. Satisfied myself from the technical point of view as confirmed with the specifications and the bill of quantities.</p>
<b><u>P.O, ALP OF SCCL.</u></b>

The following joint certification is to be enclosed to each and every R.A Bill:

R.A. BILL No.

**CERTIFICATE**

1. All the measurements have been taken jointly for all items of work which are carried out till \_\_\_\_\_(date) in accordance with the scope of work of the contract and have a financial value, entered, checked and no work is covered up or put out of view without the recording.
2. Measurements for the quantum of excavation and supporting work done in the extraction of coal with Longwall etc., are made in accordance with the drawings/specifications included in the contract.
3. There are no rejected materials /persons at site.

**REPRESENTATIVE OF THE  
CONTRACTOR****P.O,ALP  
OF S.C.C.L**

Enclosed: Information as per condition

Duly recorded in M.B.

**\*\*\***

## **APPENDIX – V**

### **Proposed Instrumentation & Strata Monitoring Mechanism**

The monitoring of gate roadways is very much essential for assessing the stability of gate roadways and for better strata control/management. The monitoring should start from the day on which the Roadheaders starts driving the roadway; not just after the retreat has started. Further this monitoring is a statutory obligation on the part of mine operators.

- a) Pressure Guages and Continuous Pressure Recorders
- b) Convergence Indicator
- c) Tell tales- Dual Height Telltales, Rotary Telltales & Remote type Telltales
- d) Borehole Extensometers
- e) Load cells
- f) Stress cells etc.
- g) Instrumented roof bolts

With the use of latest software and the data obtained from the strata monitoring, required alterations in the support system can be done. Adequate number of pressure gauges and online continuous pressure recorders would monitor Longwall face.

#### **Health monitoring of Chock shield Supports**

- Monitoring of faulty or defective bleed valves daily
- Checking for blocked or damaged filters daily
- Drop in pressure in supports after 24 hours of the power pack shut off shall be checked once in 7days
- Entire bleed valves/ yield valves shall be checked and tested once in three months
- Total pressure drop in percentage from the gate road having power pack to the other gate road with flow meter once in 7days
- Rate of flow of fluid from power pack to the system once in 7 days

Description of different types of instruments to be installed in the panel is given below:

**Continuous Pressure Recorders:** Besides Pressure Guages Continuous Pressure Recorders are set at Strategic locations of a Chock Shield (i.e., at every 10 or 15 chocks interval) to monitor the continuous pressures observed in a Longwall Face.

**Stress meters:** Design of underground structures and pattern of excavation is greatly influenced by the quantity and range of mining induced stress (vertical). Vibrating wire type stress meter is used to monitor the mining induced vertical stress developed over the pillars. It is a reliable and preferred instrument for long term monitoring due to use of frequency as output signal rather than voltage in case of conventional electrical resistance or piezoelectric transducers. The stress meter is installed into the horizontally drilled borehole in the pillars by setting tool and tightened with wedge and platen assembly.

**Dual Height Telltales:** This instrument provides visual indication of movement of roof strata in the opening of a coal seam. Remedial actions may be taken if the observed value exceeds the cut off value.

**Rotary Telltales:** When the movement of roof strata is low, then this instrument is used to measure the movement of roof strata (<10mm) as this instrument magnifies vertical displacement into a rotational movement i.e. 5mm = 60° of rotation. During development, the amount of roof movement is low, under this condition, this instrument may provide better information.

**Borehole extensometers (BHEs):** This instrument is basically used for monitoring the separation of different roof stratum during drivage of an opening in the rock. It may be a single, double or multi-point anchor type instrument, depending on the number of roof horizons of interest. It is always good to place these instruments in a downward hole to understand the complete nature of bed separation because the instrument installed in upward hole, generally, get damaged with fall/major movement of immediate roof strata.

**Instrumented roof bolts:** For monitoring of load distribution along the full column grouted roof bolts, “instrumented bolts” are used, in which strain gauges are fixed along the length of roof/cable bolts at different intervals. Rock bolt load cells of mechanical, electrical or vibrating wire type are also used to measure the load in roof bolt.

**Appendix - VI****A1 – Format of Joint Operating Agreement**

(To be submitted on a non-judicial stamp paper, of appropriate value in accordance with the Indian Stamp Act)

Tender No. ....

This Joint Operating Agreement (JOA) agreed and signed this ..... day of ..... between ..... having it's registered office at "..... (hereinafter called Lead Member) and ..... (hereinafter called Associate Member) to form a consortium / Joint venture to participate in the Tender Floated by SCCL for Extraction of Coal with Long wallat APA .

In case of Joint Venture, Lead Member and Associate Member would have \_\_\_\_\_ %, \_\_\_\_\_ %, \_\_\_\_\_ % and \_\_\_\_\_ % equity stake respectively in the Joint Venture.

It is further agreed by & between the consortium/Joint Venture members that the responsibilities and roles of each member shall be as under:

Responsibilities and Role of Lead Member is as under

1. The Lead Member shall act as Bidder under this Invitation of Bid.
2. The Lead Member shall be fully competent and authorized on behalf of the consortium/Joint Venture to sign and submit the bid, offer any clarification to the bid as & when required by SCCL, discuss and negotiate any aspect of the bid including the price, financials and structure of the proposed work at APA .
3. Lead Member of the consortium/Joint Venture shall be fully competent and authorized to enter into and sign any agreement with SCCL for any aspect under Tender No. .... The Lead Member shall also be fully authorized to nominate a person to sign the bid and all related documents.
4. The Lead Member shall be responsible for all financial aspects of the NIT, Bid and Tender Document (Agreement) including furnishing securities, bringing the necessary financial capital for execution, etc under above mentioned NIT.
5. The Lead Member shall also be responsible for all liaison activities with all agencies including Government of India, SCCL, etc.
6. The Lead Member shall be fully competent and authorized to incur liabilities and receive instructions on behalf of the consortium and its members. The Lead Member shall also be fully authorized and competent for entire execution of the agreement including to receive payments there under. All such actions of the Lead Member shall be deemed to be on behalf of the Consortium/Joint Venture.
7. All members of the Consortium / JV Company shall be jointly and severally responsible for financial, legal, environmental, technical, and other aspects, liabilities and consequences of the tendered work on behalf of the Consortium/Joint Venture.

Responsibilities and Role of ..... as Associate Member.

Responsibilities and Role of ..... as Associate Member.

8. The associate member(s) shall provide all technical inputs from the mines for SCCL to meet its requirement. The associate member shall ensure the satisfactory performance of the mining activities for SCCL.
9. The Members of Consortium/Joint Venture hereby irrevocably and unconditionally undertakes, agrees ,acknowledges and warrants that:
  - (a) It is duly organized and validly existing under the laws of the jurisdiction of their organization, with full power, authority and capability to enter into this JOA and to perform all acts and obligations contemplated herein;
  - (b) The signature and delivery of this JOA on its behalf and the exercise of its rights and performance of its obligations under this JOA have been duly authorised;
  - (c) This JOA has been duly signed and delivered by it and its obligations described in this JOA are legal, valid and binding obligations of such Party; and
  - (d) The execution and/or performance of this JOA:
    - (i) will not conflict with or violate any provision of any of its constitutional documents/charters or other organizational document;
    - (ii) will not require any notice to or filing with, or any Approval of, any Authority or the consent of any third party;
    - (iii) will not conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which such Party is a party or by which such Party is bound or to which any of such Party's assets are subject;
    - (iv) will not violate any Applicable Law or any order, writ, injunction, or decree applicable to it;
  - (e) This JOA shall be construed and interpreted in accordance with the laws of India. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties or SCCL as a result of construction, interpretation or application of any of the terms and conditions of this JOA, such dispute shall be settled in accordance with Contract Agreement.
  - (f) The Parties hereby acknowledge and agree that this JOA has been executed for the sole benefit of SCCL and for the specific purpose of ensuring that SCCL receives the benefits of the Bidder's services under and in accordance with the Contract Agreement. Accordingly, SCCL shall, notwithstanding anything contained herein, at all times have the right to enforce the performance by the

Members of Consortium/Joint Venture of their obligations pursuant to this JOA read with the Contract Agreement and Members of Consortium/Joint Venture hereby irrevocably and unconditionally waive any defence, rights or protection that they may have in law, contract or otherwise in this regard.

- (g) None of the Members of Consortium/Joint Venture shall assign or delegate its rights, duties or obligations under this JOA and the Contract Agreement in any manner whatsoever.
- (h) The terms and conditions of this JOA shall not be amended or modified.

IN WITNESS WHEREOF, the Parties have, through their authorised representatives, executed these presents and affixed the coAPAO seals of their respective companies on the day, month and year first mentioned above.

<p>Signed on behalf of Lead Member of Consortium/Joint Venture.</p> <p>.....</p> <p>.....</p>	<p>Signed on behalf of associate member of Consortium/Joint Venture .....</p> <p>(Signature with Name and seal)</p>
<p>Signed on behalf of associate member of Consortium/Joint Venture .....</p> <p>(Signature with Name and seal)</p>	



**Appendix.VII****FORMAT FOR BANK GUARANTEE TOWARDS COVERAGE AGAINST PERFORMANCE, LATE DELIVERY PENALTY AND RISK PURCHASE.**

*In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, BHADRADRI KOTHAGUDEM District (Telangana State)having agreed as per their order*

*No. \_\_\_\_\_ to accept \_\_\_\_% Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs (Rupees \_\_\_\_\_).*

*We, the Bankers, ( \_\_\_\_\_ ) through our Regional Office at \_\_\_\_\_ for and on behalf of our constituents M/s. \_\_\_\_\_ hereby execute this Bank Guarantee undertake to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O PIN Code. 507101, BHADRADRI KOTHAGUDEM District (Telangana State) to the extent of Rs. \_\_\_\_\_ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, BHADRADRI KOTHAGUDEM District (Telangana State) or their assignee by reason of any breach of terms by the supplier or as contained vide the terms of the accepted supply order, during the period of \_\_\_\_\_ months from the date of dispatch or \_\_\_\_\_ months from the date of commissioning whichever is earlier, are fulfilled for the good unto order.*

*We, the Bankers \_\_\_\_\_ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507101, BHADRADRI KOTHAGUDEM District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, BHADRADRI KOTHAGUDEM District (Telangana State) or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, BHADRADRI KOTHAGUDEM District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of \_\_\_\_ months from the date of its execution i.e., up to \_\_\_\_\_.*

*And we (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the supplier a sum not exceeding Rs. \_\_\_\_\_ for non-fulfillment of any of the terms and conditions of the contract by the supplier.*

*We, \_\_\_\_\_ (The Bank) further agree that if the demand is made by the Company for honoring the bank guarantee constituted by these presents we \_\_\_\_\_ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur immediately on such demand.*

*The very fact that we \_\_\_\_\_ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason*

for the company to enforce the bank guarantee unconditionally without any reference to the said supplier.

We \_\_\_\_\_ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We \_\_\_\_\_ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing. The guarantee shall remain in force for a period of \_\_\_\_ months from the date of dispatch or \_\_\_\_\_ months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we \_\_\_\_\_ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

**The above Bank Guarantee is operational for all purpose at our -----  
Branch,Hyderabad/Kothagudem and We are liable to pay the Guaranteed amount  
or any part thereof under this guarantee at our -----  
Branch,Hyderabad/Kothagudem.**

\*\*\*\*\*

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

e\_mail id:

**Appendix - viii**  
**Format of Letter of Bid (LOB)**

To,  
**The General Manager (MP)**  
The Singareni Collieries Company Limited.,  
Kothagudem Post.  
Bhadradi Kothagudem District.  
PIN - 507101

Sub : Letter of Bid for : O&M Contract including supply of spares for High Capacity LW Package/ Equipment (M/s Caterpillar ) on cost per ton basis at ALP of Adriyala Project Area.

Ref: Enquiry No: xxxxxxxx  
Dear Sirs,

I/We offer for Extraction of Coal with Long wall at APA in accordance with the conditions of the NIT document as available in e-procurement portal.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender 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 SCCL.

**DSC Holder**

If the DSC holder is bidding online on behalf of the bidder, then the scanned copy of Power of Attorney duly notarized on a non-judicial stamp paper of Rs 10 as per format mentioned on next page shall be uploaded along with this Letter of Bid on second page. However, If the bidder himself is the DSC holder, bidding on-line, then no specific document is required.

Yours faithfully,

(Signature of Bidder OR Authorised person of bidder  
OR DSC Holder bidding online with authorisation  
from bidder)

1. Name of Authorised Signatory :
2. Type of Authorisation :
3. Name of the Bidder :
4. Address :
5. e-Mail Address :
6. Mobile/Telephone Number :
7. FAX Number :
8. Place :
9. Date :

Format for Authorisation to DSC holder bidding online on behalf of bidder.

I I/We do hereby authorise M/s/Mr/..... Address  
..... for online bidding on behalf of me/us for the e-tenders invited  
by The Singareni Collieries Company Limited, APA on <https://singareni-tenders.gov.in>.

Signature/Seal of the DSC Holder

Authorised for online bidding on  
behalf of the bidder.

Signature & Seal of the bidder

Authorising the DSC Holder for  
On line bidding.

Signature & Seal of the NOTARY |

**Appendix - ix**

Sub: O&M Contract including supply of spares for High Capacity LW Package/  
Equipment (M/s Caterpillar ) on cost per ton basis at ALP of Adriyala Project Area.  
Ref: Enquiry No: E1218Oxxxx

Acceptance of COMMERCIAL terms and conditions by the Bidder.

<b>SI No</b>	<b>COMMERCIAL Terms of NIT</b>	<b>Acceptance of Bidder</b>
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Submission of Cenvat Invoice /tax invoice	Accepted
4	Applicable Taxes & Duties	Accepted
5	Liquidated damages	Accepted
6	Method of measurement	Accepted
7	Lead time to start the work & work completion period	Accepted
8	Payment Terms	Accepted
9	Risk Purchase	Accepted
10	Force Majeure	Accepted
11	Security Deposit	Accepted
12	Currency of Bid (Only in INR)	Accepted
13	Arbitration clause	Accepted
14	Jurisdiction of Court'	Accepted
15	All other Terms and Conditions	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED			
OTHER COMMERCIAL INFORMATION			
Enquiry No: O&M Contract including supply of spares for High Capacity LW Package/ Equipment (M/s Caterpillar ) on cost per ton basis at ALP of Adriyala Project Area.			
TENDER : xxxxxxxx			
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if submitted)		
2	Document reference no & date		
3	Issued by		
4	Registration Number		
5	Name of the Registering Authority.		
6	Validity of offer (180 Days From date of Opening of Techno-COMMERCIAL Bid)		SSS
7	<b>Service Tax Details</b>		
8	Service Tax Regn. No		
9	PAN NO		
10	<b>Payment details (for EFT)</b>		
11	Account Name		
12	Banker's Name		
13	Branch		
14	Address, City/Town, District, State		
15	Account type		
16	A/c No & EFT No		
17	IFSC Code		
18	MSME (Applicable/Not Applicable)		
19	If applicable, indicate Registration No. & Registering Authority		
20	Vendor Code of the bidder.		

**Appendix - XI****CHECK-LIST****Bidders are requested to ensure submission of scanned copies of the following documents**

- a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of signatory of the Bid to coAPAt the bidder.
- b. List of major items of equipment proposed to carry out the contract along with technical specifications and safety features.
- c. Qualifications and experience of key site management and technical personnel proposed for the contract.
- d. Evidence of financial capacity of bidder for this Contract (access to lines of credit and availability of other financial resources).
- e. Authority to seek references from the bidder's bankers.
- f. Permanent Income Tax Account No. (PAN). However, in case foreign bidder is participating the bid and is not having PAN No. at the time of submission of bid shall have to submit the same before submission of the bills for first payment provided the foreign bidder becomes the successful bidder.
- g. The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSU's. If a bidder has been banned by any Govt. or Quasi-Govt. agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.
- h. The bidder who participated as consortium must submit original copy of JOA for the formation of consortium. Any bid by a consortium without it, is likely to be rejected.
- i. A letter indicating the Bidder's acceptance of the COMMERCIAL Terms and Conditions, including terms for execution of works (as per the format given in Annexure-1).
- j. Credentials of the Bidders giving full details of the firm, details of experience done by them, testimonials etc., for the preceding 5 years ending on 31.03.2018
- k. A technical note illustrating the technology proposed to be adopted in the execution of work and other details as per clause 10.0 of Chapter-III
- l. Evidence of payment of EMD online.
- m. Applicability of various taxes and duties along with income tax PAN No. GST number etc..
- n. Copies of acknowledgement of returns filed and assessment orders passed by concerned authorities, copies of audited balance sheets for the last five financial years together with particulars specified in Appendix-2.
- o. Documentary proof of financial resources as indicated in Appendix-2.
- p. The required documents as mentioned in Appendix - I to XII and annexures as required by the tender.
- q. Any other proof documents as required by the NIT.

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**INFORMATION TO THE BIDDERS FOR SUBMISSION OF BIDS THROUGH E-PROCUREMENT**

**THE SINGARENI COLLIERIES COMPANY LIMITED  
(A Govt. Company)**

Corporate Material Procurement Department, Fax: 08744 -245651  
P.O.Kothagudem Collieries –507101 Telephone: 08744 - 243109  
BHADRADRI KOTHAGUDEM District, TELANGANA E.Mail: gm\_pd@scclmines.com

**1. Submission of Bid:**

1. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at [www.eprocurement.telangana.gov.in](http://www.eprocurement.telangana.gov.in) by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
3. The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and no other certificate though valid will not be recognized by the e-procurement system.

**2. Registration with e-Procurement platform:**

1. For registration and online bid submission bidders may contact HELP DESK. <https://tender.telangana.gov.in>
2. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
3. For obtaining Digital Signature Certificate, you may please Contact:

TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad – 500004, Contact Helpdesk : 9177769764

(OR)



You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>

### **3. Hard copies:**

1. Vide ref. G.O.Ms.No.174, I&CAD dept dated:1-9-2008, submission of original hard copies of the uploaded scanned copies of Proof of online Payment (Remittance)/~~BG~~ towards EMD by participating bidders to the tender inviting authority before the opening of the price bid is dispensed forthwith.
2. All the bidders shall invariably upload the scanned copies of Proof of online Payment (Remittance)/~~BG~~ in eProcurement system and this will be the primary requirement to consider the bid as responsive.
3. The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, Proof of online Payment (Remittance)/~~BG~~ towards EMD in the eProcurement system and open the price bids of the responsive bidders.
4. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents Proof of online Payment (Remittance)/~~BG~~ towards EMD prior to entering into agreement.
5. The successful bidder shall invariably furnish the original Proof of online Payment (Remittance)/~~BG~~ towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original Proof of online Payment (Remittance)/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of the Proof of online Payment (Remittance)/~~BG~~ towards EMD and all other certificates/documents uploaded by the bidder in eProcurement system. In support of the qualification criteria before concluding the agreement.

### **4. The GO. Ms. No. 174 -I&CAD dated: 1-9-2008**

1. Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, Proof of online Payment (Remittance)/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

### **5. Tender Document:**

1. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

2. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

## **6. Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS is not responsible for incomplete bid submission by bidders.

## **7. Letter of Bid:**

1. The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I(PQ). This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
2. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

Note: If the DSC holder is bidding on-line on behalf of the bidder, the power of Attorney or authorization (self authenticated and attested by public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in the Annexure. If the bidder himself is the DSC holder bidding on-line then power of Attorney or authorization is not required.

3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

## **8. Modification / Withdrawal of Bid :**

1. Modification of the submitted bid shall be allowed online 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. However, any increase in quoted rate shall attract additional transaction fee for the increased value.
2. Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.

## **9. Evaluation of Bid:**

1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process.
2. PQ documents (Technical Bid) shall be decrypted and opened on-line, on the pre-

scheduled date and time by the Bid Openers with their Digital Signature Certificate(DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.

3. Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by technical department and MP/Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinised/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.
4. The system will generate a auto-response sheet based on the bidders' value. However, It will be scrutinized by Tender committee member of SCCL based on the uploaded documents. The summary of Tender committee recommendation of the Techno-Commercial Evaluation will be made available in the portal.
5. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
6. The Commercial Bid (Price-bid) of the successful bidders (qualified in PQ) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
7. SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. 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 i.e. within 10 days.

#### **10. Shortfall Document:**

1. The Purchaser may seek shortfall documents during the evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.
2. These documents may be allowed to be uploaded within the [specified time period indicating the "start date & time and end date & time"](#) for online submission by the bidder. The above documents will be specified on-line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under "upload shortfall document/ information" link.
3. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

The bidders will upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. Shortfall documents can be sought only once and due dates can't be altered.

**The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.**

11. The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.
12. After the techno-commercial evaluation, as above, case may be put up to the tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.
13. After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system generated email and SMS alert.
14. The Price bid of shortlisted bidders (qualified in PQ bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate.
15. A system generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. The Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.
16. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who have participated in the bid along with timing and date will also be kept preserved in the system.