

BCCL



Bharat Coking Coal Limited

(A Subsidiary of Coal India Ltd)

Contract Management Cell

Koyla Bhawan:Koyla Nagar

Dhanbad-826 005 (India)

Tele-Fax: 0326-2230206

e-mail:

bcclcgmmc@cmpdi.co.in

PART-I-TECHNICAL & COMMERCIAL BID

1. Name of Work : Re-opening and operating the abandoned / derelict underground coal mine (abandoned/ derelict due to reasons of safety such as water-logging, coal fire, etc.) including salvaging, rehabilitation, additional exploration (if required); planning and production of coal by exploitation of residual coal reserves available in the mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties.
2. Place of Work : Kustore colliery, Kustore Area BCCL
3. Tender Notice No. & Date : Tender Notice No. **BCCL/ GM(CMC)/Global-16/ Kustore/ 2010/3227** Date: **16.09.2010**
4. Earnest Money : Rs.50.0 Lacs or equivalent USD
5. Date & Time of submission of tender : **on 3.01.2011 up to 3.30 PM**
6. Date & Time of Opening of Part-I Tender : **. on 4.01.2011 at 4.00 P.M.**
7. Date & Time of opening of Price bid (Part-II) : Shall be communicated in due course after evaluation of Part-I tender.
8. Date of Issue of Tender Document :
9. Money Receipt No/Bank draft no. :
towards cost of Tender Document.
10. Approved for sale :

TO-----

General Manager (CMC)

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BCCL



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(A Subsidiary of Coal India Ltd)
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e-mail:
bcclcgmmc@cmpdi.co.in

Tender Notice No. Global-16

Ref. No. BCCL/ GM(CMC)/Global-16/ Kustore/ 2010/3227 Date: 16.09.2010

Name and Place of work

Re-opening and operating the abandoned / derelict underground coal mine (abandoned/ derelict due to reasons of safety such as water-logging, coal fire, etc.) including salvaging, rehabilitation, additional exploration (if required); planning and production of coal by exploitation of residual coal reserves available in the mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties in Kustore colliery, Kustore Area BCCL.

BCCL



Bharat Coking Coal Limited

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Contract Management Cell

Koyla Bhawan:Koyla Nagar

Dhanbad-826 005 (India)

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LIMITED TENDER

Tender Notice No. BCCL/ GM(CMC)/Global-16/ Kustore/ 2010/3227

Date: 16.09.2010

(FOR PREQUALIFIED TENDERERS ONLY)

COMPANY Bharat Coking Coal Limited	PROJECT / AREA Kustore Colliery, Kustore Area.	Tender Notice No. BCCL/ GM(CMC)/ Global- 16/ Kustore/ 2010/3227 Date: 16.09.2010
Sealed turn-key tenders are invited from following prequalified Tenderers shortlisted by CIL against EOI notification No. CIL/NI-13/383, dt. 06-08-2008 for the following work		

1. Rio Tinto India Private Limited Company

Brendan Howard, 2nd Floor, DLF Centre, Sansad Marg, New Delhi-110001, India

Tel. No. +91-11-52330300

Fax no. +91-11-23719746

email ID Brendan.howard@riotinto.com

2. Titan Mining Pty. Ltd. Company

Titan Mining Pty. Ltd., Shop 10, Porters Plaza, Carlyle St, Mackay, PO Box-948, Makay, QLD 4740, Australia

Tel. No. +61-749-530051

Fax no. +61-749-530054

Mobile No. +61-438-356131

email ID titan@titanmining.com.au.

3.GVK Power & Infrastructure Ltd. Joint Venture

Paigah House, 156-159, Sardar Patel Road,Secundrabad, 500003.

Tel. No. +91-40-27902663/4

Fax no. +91-40-27902665

email ID bkc.reddy@gvk.com

4. Arcelor Mittal S.A. Company
19, Avenue de la Liberte, L-2930 Luxembourg,
Tel:+3524792-1 (S.A)
Fax:+35247922675 (S.A)
Tel. No. +91-651-2332235
Fax no. +91-651-2332237
Arcelor Mittal India Limited, 3rd Floor, JD Corporate, Jokhiram Durgadutt Compound, Main Road, Ranchi. 834001.

5. Sunflag Iron & Steel Co. Ltd., New Delhi Consortium
11th Floor, 1116A-1119B, E-Block, International Trade Tower, Nehru Place, New Delhi-110019
Tel. No. +911126465122
Fax no. +911126280074
email ID Delhioffice@sunflagsteel.com

6. S & T Mining Company Pvt. Ltd. Joint Venture
16th Floor, Tata Centre, 43 Jawaharlal Nehru Road, Kolkata. 700071, India
Tel no. 033-22887051/88848171
Fax no. 033-22882475
emailed sandeep.kumar@stmining.com

7. Essar Mineral Resources Ltd. Partnership firm
A-5, Sector-3, Noida-201301, UP, India
Tel no. +91-120-6626667
Fax no. +91-120-6626690
Mobile no. +91-9811057920 (MK.Agrawal), +91-9873417213, (P. Puri): (Essar)
email ID manoj.kagrawal@essar.com

8. JSW Steel Ltd Joint Venture
Jindal Mansion, 5-A, Dr. G. Deshmukh Marg, Mumbai - 400026, India
Address and Communication details
JSW Energy Ltd., U 49 to U 56 Shopping Arcade, Hotel Hyatt Regency, Ring Road, Bhikaji Cama Place, New Delhi -110607, India
Tel. No. +91-11-46191111
Fax no. +91-11-46191133/41619674
email ID rb.mathur@jsw.in

9. JSW Steel Ltd Partnership firm
Jindal Mansion, 5-A, Dr. G. Deshmukh Marg, Mumbai - 400026, India
Telno. +91-22-23521300
Fax no. +91-22-23526400
Mobile no. +91-9899890306

10. Monnet Ispat & Energy Ltd., India Consortium
Office Address: Monnet House, 11, Masjid Math, Greater Kailash Part-2, New Delhi-110048, India
Residential Address: B-314 A, Sector 26, Noida- 201301, India
Tel no. +91-11-29218542/43/44/45/46
Fax no. +91-11-29218541
Mobile no. +91-9845040425
Email ID anuj @monnetgroup.com

Tenderer other than as mentioned above will not be entertained.

Name and Description of Work	Location	Contract period
Re-opening and operating the abandoned / derelict underground coal mine (abandoned/ derelict due to reasons of safety such as water-logging, coal fire, etc.) including salvaging, rehabilitation, additional exploration (if required); planning and production of coal by exploitation of residual coal reserves available in the mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties.	Kustore Colliery, Kustore Area, BCCL.	Life of the mine (i.e. till the exhaustion of the balance coal reserve or till mutually agreed closer date for unforeseen situation)

1.1 EARNEST MONEY

Rs. 50,00,000 /- (Fifty lacs) or equivalent USD / Euro as Earnest Money / Bid Security is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branch at **Dhanbad/ Kolkata**) with validity 30 days beyond the validity of the Bid in the format given in the Bid Document. **Certified Cheques and Demand Drafts** will also be acceptable as Earnest Money / Bid Security drawn in favour of M/S BHARAT COKING COAL LIMITED on any scheduled bank payable at its **branch at DHANBAD / KOLKATA**. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after finalization of tender and shall bear no interest.

(NOTE: The bill purchasing rate declared by the State Bank of India prevalent at the time of floating of tender will be considered for calculating the equivalent amount of earnest money in USD or Euro currency.)

1.2 APPLICATION FEE FOR TENDER DOCUMENT

The price of a tender document will be INR 5000/- (five thousand only) or US Dollar \$100 (One hundred) payable either in cash or by bank draft drawn in favour of M/S BHARAT COKING COAL LIMITED on any scheduled bank payable at its branch at DHANBAD / KOLKATA.

1.3 AVAILABILITY OF TENDER DOCUMENTS

Tender documents including terms and conditions of work, shall be available on payment, from the following places, during the period as stated below:

From 01.10.2010 to 29.10.2010 (during working hours only).

Place:

- i) Office of the General Manager(CMC), Bharat Coking Coal Limited, Level –V, Koyla Bhawan, Dhanbad-826005, Jharkhand, India.
- ii) Office of Chief Sales Manager, 6, Lyons Range, Kolkata-700001, India.

Tender document will also be available on our website <http://www.bccl.cmpdi.co.in> from the date of sale of tender document. The tenderers who downloads the tender documents will have to enclose a Bank Draft towards cost of tender document along with their tenders in a separate envelope superscribing "COST OF TENDER DOCUMENT". The bank draft should be payable in favour of M/S BHARAT COKING COAL LIMITED drawn on any scheduled bank payable at its branch at DHANBAD / KOLKATA.

1.4 GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

A tenderer should strictly comply with the following instructions:

- a) A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and Date, containing offers in two parts prominently superscribed as Part-I and Part-II respectively.

Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed in one outer envelope indicating full postal address and telephone nos. of the tenderer. Four Envelopes as mentioned above will consist of :

- (1) **Envelope for cost of tender document & undertaking** (in case tender document is downloaded from website)
- (2) **Envelope for Earnest Money Deposit**

(3) Envelope for Techno commercial bid (Part-I)

(4) Envelope for Price Bid (Part-II).

Outer sealed envelope will be marked as "Bidding Documents for....."

b) The two parts of the offers shall contain details as follows:

Part - I

- i) Full details of the firms (bidder), qualification information with documentary evidences in support of qualification criteria, details of the projects handled, testimonials and documentary evidences in support of satisfactory performance, financial capabilities and any other relevant information.
- ii) Technical offer along with technical specifications of the plants & machineries to be used, know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.
- iii) A conceptual **scheme** having detailed list of proposed activities (related to reopening, salvaging, rehabilitation of abandoned/ derelict mine), activities for mine construction and development, detailed description of method of working to overcome existing constraints and hazards, method of development of the panels and the extraction of coal including systems of support, ventilation, dewatering, transportation of men/material/coal, degasification (if required), power distribution system, lighting and communication etc. along with required safety measures.
- iv) Documentary evidence of similar schemes having been successfully implemented in part or full.
- v) Complete time schedule and PERT network for the entire scope of work.
- vi) Tender Document duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid).
- vii) Other information as per the Bid document.

Part - II

Price bid only in the format given in the tender document.

1.5 VALIDITY PERIOD OF OFFER

The rates offered in Part II should be valid for **six calendar months** from the date of opening of Part - I of the tender.

1.6 RECEIPT OF TENDERS

Tenders are to be received in sealed covers **on 03.01.2011 up to 3.30 PM** at the following offices:

- (i) Office of the General Manager(CMC), Bharat Coking Coal Limited,
Level –V, Koyla Bhawan, Dhanbad-826005, Jharkhand, India
- (ii) Office of Chief Sales Manager, Bharat Coking Coal Limited
6, Lyons Range, Kolkata-700001, India

1.7 OPENING OF THE TENDERS

Tenders will be opened at **on 04.01.2011 at 4.00 PM** at the office of the Director (Technical), OP of BCCL, Level-IV, Koyla Bhawan, Dhanbad-826005.

Part - II of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part - I.

1.8 DEPUTATION OF REPRESENTATIVES FOR NEGOTIATION

After opening of the tender, if the company decides to negotiate, the tenderers should be in a position to depute their representatives, at short notice, with full authority for negotiating on the technical as well as commercial terms and conditions of the contract.

1.9 NOTE

- a) The Company reserves the right to accept the tenders in entirety or reject any or all of them or withdraw the notice at any stage of processing without assigning any reason whatsoever. Neither would such an event cause obligation of any kind to the Company.
- b) The Company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the bids without assigning any reason whatsoever at its sole discretion.

The Company shall not be held responsible for non-receipt of submittals within the stipulated time

The bidders are required to sign the Integrity Pact as per format given in the Tender document Part-I

Name & Address of Independent Monitor:

Name:- Sri D. Bandyopadhyay, IAS(Retd.)

Address:- GD-89, Sector-III, Salt Lake, Kolkata-700016

Sd/-

General Manager(CMC)

Bharat Coking Coal Limited

Distribution:

CC: Sri D. Bandyopadhyay, IAS(Retd.), GD-89, Sector-III, Salt Lake, Kolkata-700016

CC: PRO – with a request to publish the abridged NIT as enclosed in local as well as National dailies as per norms of the Company and also arrange to send the paper cutting to the Contract Management Cell.

CC: D(T) OP /D(T) P&P /D(F) /D(P) /CVO, BCCL.

CC: CGM (Co-ordn.) /CGM(F) /GM (P&P)/CGM(MM)/CGM(E&M), BCCL/ RD, CMPDI, RI-II

CC: GM(System), BCCL with a request to display this NIT in BCCL Website. The downloading facilities should be available during the period of sale of Tender document only.

CC: Sr. ES to CMD for kind information of CMD.

CC: HOD (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

CC: Inspector, CISF- with a request to deploy security personnel at the office of GM(CMC), BCCL Koyla Bhawan, Level-V from 9.30 AM to 4.00 PM on 03.01.2011 and also from 3.30 PM on 04.01.2011.

CC: Chief Sales Manager, Sales & Marketing Deptt, BCCL 6, Lyons Range, Kolkata

CC: CGM/GM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL

CC: Embassies/Consulates: As per list enclosed

Sd/-

General Manager(CMC)

Bharat Coking Coal Limited

LIST OF EMBASSIES / CONSULATES

Sl. No.	Address	Sl. No.	Address
01	Trade Counsellor Office of the Consulate of Canada in India, New Delhi	02	Trade Counsellor Office of the Embassy of Indonesia in India, New Delhi
03	Trade Counsellor Office of the Embassy of USA in India, New Delhi	04	Trade Counsellor Office of the Embassy of Poland in India, New Delhi
05	Trade Counsellor Office of the Embassy of Germany in India, New Delhi	06	Trade Counsellor Office of the Embassy of South Africa in India, New Delhi
07	Trade Counsellor Office of the Embassy of Ukraine in India, New Delhi	08	Trade Counsellor Office of the Embassy of Russia in India, New Delhi
09	Trade Counsellor Office of the Consulate of Australia in India, New Delhi	10	Trade Counsellor Office of the Consulate of U.K. in India, New Delhi
11	Trade Counsellor Office of the Embassy of China in India, New Delhi	12	Trade Counsellor Office of the Embassy of France in India, New Delhi

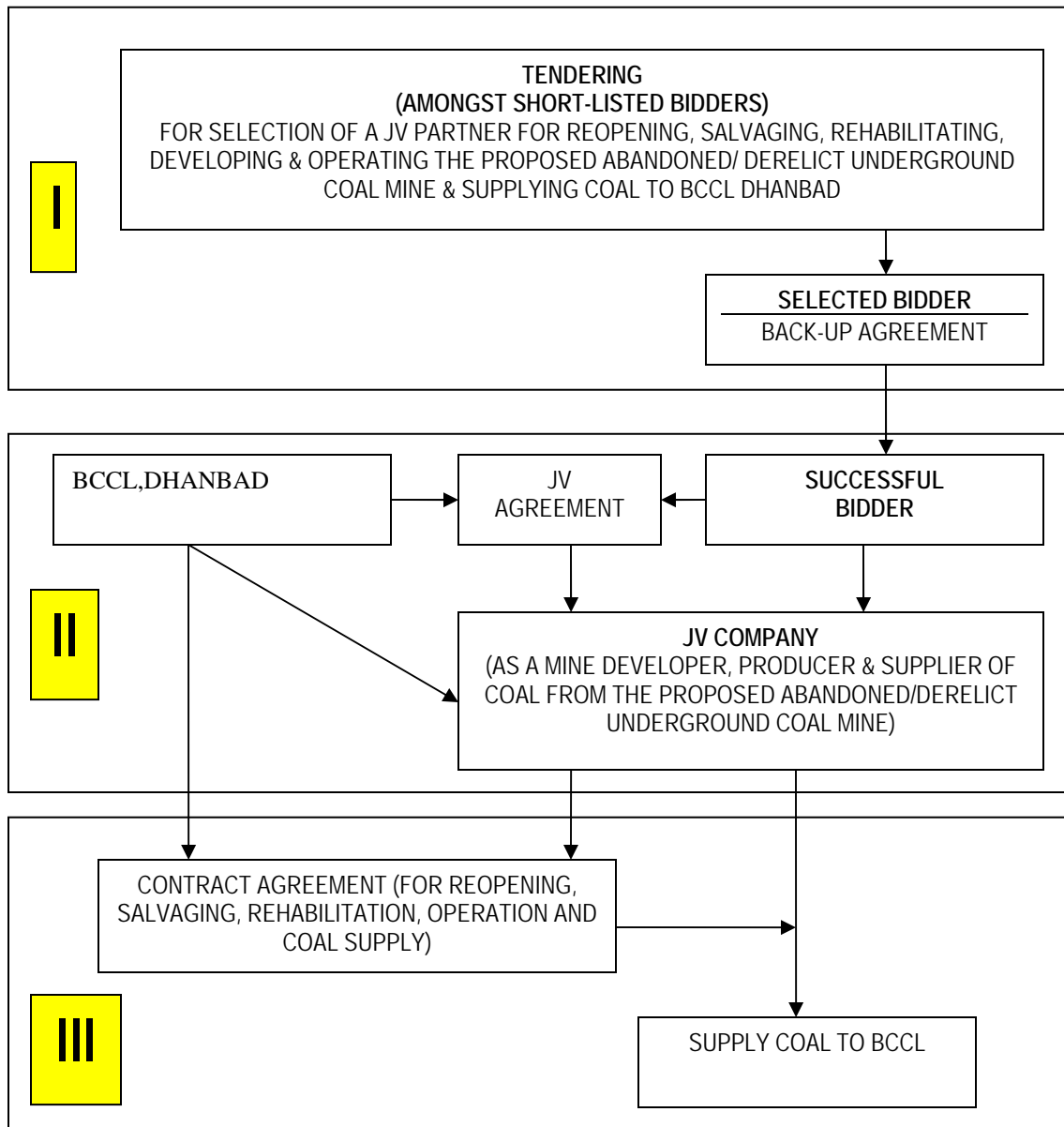
1.10 OBJECTIVE OF TENDERING

Sealed tenders/ bids are invited from reputed, experienced, internationally accredited, financially capable **Short-listed Bidders**, provisionally short-listed through invitation of Expression of Interest (EOI)) having wide experience in underground coal mining and proven technical and managerial expertise in salvaging, rehabilitation and operation of abandoned/ derelict coal mines under hazardous environment with high emphasis on conservation of energy and safety of personnel and the property, including surface structures belonging to third parties for forming Joint Venture (JV) company with Bharat Coking Coal Limited Dhanbad to re-open, salvage, rehabilitate, develop and operate the proposed abandoned/ derelict underground coal mine. Only the parties short-listed against the EOI notification No. CIL/NI-13/383, dt. 06-08-2008 invited by Coal India Ltd. are eligible to participate. Joint Venture Companies or Consortiums who were short-listed, shall not make any alteration of the constituent companies/ partners.

Through this tendering procedure, a suitable JV partner will be selected, who will form a JV Company with Bharat Coking Coal Limited Dhanbad as per the guideline listed hereinafter. The JV Company has to be registered under the Company's Act 1956. The JV Company so formed will execute the following work as per the terms & conditions of this document and supply coal to Bharat Coking Coal Limited Dhanbad .

The bidder(s) will give an undertaking that the bidder(s) will sign a JV Agreement with Bharat Coking Coal Limited Dhanbad inline with the terms and conditions of the tender document, form a registered JV Company (under Company's Act 1956) with Bharat Coking Coal Limited Dhanbad , and on formation of the JV Company, the JV Company so formed will agree to supply coal as per the terms and conditions of the bid document. The undertaking is to be signed and submitted along with the bid in Proforma as given in Chapter-9 of this bid document.

The stakeholders in the proposed JV Company will be the Party so selected or the Successful Bidder and Bharat Coking Coal Limited Dhanbad . The proposed process is explained below:



The principal contracts required to be executed are outlined below:

1. **Back-up Agreement** – The selected bidder or the party, so selected for a particular mine, will sign an agreement with Bharat Coking Coal Limited Dhanbad that the bidder will agree to reopen, salvage, rehabilitate, develop and operate the proposed abandoned / derelict underground coal mine and supply coal as per the terms and conditions of the bid document, and will sign a JV Agreement with Bharat Coking Coal Limited Dhanbad inline with the terms and conditions of the bid document, form a registered JV Company (under Company's Act 1956) with Bharat Coking Coal Limited Dhanbad, and on formation of the JV Company, the JV Company so formed will agree to supply coal as per the terms and conditions of the bid document. On signing this Back-up Agreement, the selected bidder or party will be termed as the "Successful Bidder". The agreement is to be signed in Proforma as given in Chapter-8 of this document.
2. **Joint Venture Agreement (JV Agreement)** - The JV Agreement would be executed between the party so selected (or the Successful Bidder) and the Bharat Coking Coal Limited Dhanbad. The JV Agreement would define the extent of equity participation and the role of the parties in the JV Company to be formed and would address related issues thereof. The 'Back-up Agreement' will be included as part of the Joint Venture (JV) Agreement. The guidelines for the formation of the JV Company have been provided in Clause 1.2 of this document.
3. **Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement** (to be called as "**The Contract Agreement**" herein after) - The JV Company so formed will salvage, rehabilitate, develop and operate the abandoned / derelict underground coal mine with due regard to safety of personnel and the property, including surface structures belonging to third parties and will produce coal by exploitation of coal reserves available in the mine. The JV Company will execute "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" (to be called as "The Contract Agreement" herein after) with Bharat Coking Coal Limited Dhanbad in the same terms and conditions of this bid document. The Successful Bidder in capacity of a JV Partner of the so formed JV Company would have no protest or demur for fulfilling the

Agreement. The contract is to be executed in Proforma as given in Chapter-8 of this document.

1.11 GUIDELINES FOR FORMATION OF JOINT VENTURE COMPANY

1.11.1 Separate tenders will be issued in succession for *the* abandoned/ derelict mines identified. Bidders may participate in more than one tender. However, in their submission against each tender it will be the onus of the bidder to specify the fact of having participated in other tender(s). In case of a single party selected in more than one tender in a particular subsidiary, all such mines will be the subject of a single JV company with that party.

[NOTE: In case of BCCL, CIL on behalf of BCCL will sign the JV Agreement(s) with the respective successful bidder(s).]

1.11.2 Bharat Coking Coal Limited Dhanbad and the Successful Bidder, on being selected as a JV partner, will hold *51:49 equity share respectively in the JV (i.e. 51% of BCCL and 49% selected JV Partner)* and will make *proportionate* contribution towards equity capital. Financial structuring i.e. equity-debt ratio and total equity holding will be mutually agreed and incorporated in the agreement.

[NOTE: Sale of successful Bidder's stake in the JV Company is not permitted since the successful Bidder will be selected through a tendering process.]

The nature of the JV Company will be a '*Public Sector Company*' and will not be guided by the MOC guidelines for day to day matters but the JV Company shall have to follow the guidelines related to statute etc. issued from time to time by MOC / Govt. for compliance of all coal producing companies in India. The registered office of the JV Company formed as per Company's Act will be at mutually agreed location within the country.

1.11.3 As a JV Partner of the JV Company (JVC), CIL subsidiary company's responsibility will be to assist the JVC in decision making in the JVC Board, monitoring and funding as per terms and conditions of the JV Agreement.

1.11.4 It will be the responsibility of the successful bidder (on being selected as a JV Partner) to carry out all activities leading to commercial production period, all activities during the commercial production period to produce and supply guaranteed quantity of coal to the owner, and all activities post commercial production period (till the end of the contract period) on

behalf of the JVC. The selected JV Partner will also assist the JVC in decision making and funding.

1.11.5 At the submission of the bid, each party or bidder will conduct 'due diligence' through accredited valuer in order to evaluate the existing infrastructural assets in the abandoned/ closed mines. In case, the value so determined by the Successful Bidder, subject to acceptance by Bharat Coking Coal Limited Dhanbad, exceeds Bharat Coking Coal Limited Dhanbad's share of equity, the balance portion will be treated as loan from Bharat Coking Coal Limited Dhanbad. On the other hand, if the value of infrastructural assets is less than the Bharat Coking Coal Limited Dhanbad's share of equity, Bharat Coking Coal Limited Dhanbad will pay the balance amount to the JV Company.

[NOTE: Each bidder will submit in a separate table along with price bid indicating total equity capital needed, bidder's share (49%), BCCL's share (51%, say X), value of existing assets of the mine (say Y), and BCCL's Net Share (X-Y). Details of assets including their assessed value should also be indicated by the bidder. All available existing assets (whether to be utilized by the JV Company or not) should have to be valued on as-is-where-is-basis by the bidder through its accredited valuer based on the mine-wise list of such assets provided by the BCCL. In case the value of the asset assessed by the bidder exceeds 51% of the equity share (*i.e. Y is greater than X*), the balance amount (Y-X) will be treated as loan from BCCL to the JV Company and the interest on that equity loan amount will be the prevalent prime lending rate of State Bank of India.]

1.11.6 The proposed JV will be managed by an independent Board and both sides will be represented by equal number of Directors in the Board. Chairman of the Board will be appointed by BCCL to hold office for the term as decided by BCCL. Additional capital investment and working capital as may be required by the JV will be proportionately (51% CIL/ BCCL and 49% selected bidder as a JV partner) funded by the respective partners or the JV will arrange for borrowing capital from the market.

[NOTE: The proposed JV Company will initially make all the expenditure linked with the activities (*prior to start of commercial production period*) as per construction schedule proposed by the Successful Bidder (on being selected as a JV Partner). Being a JV partner of the said JV Company, CIL/ BCCL's share of investment will be made to the

proposed JV Company (in INR only) on account of various activities (as listed and agreed by the successful bidder in the bid document) related to reopening, salvaging, rehabilitating, developing and operating of the proposed derelict/ abandoned mine(s) within 30 (thirty) days of the completion of each scheduled activity subject to fulfilment of respective activities as per schedule to be indicated by the Successful Bidder (on being selected as a JV Partner) and release of the Successful Bidder's share.]

- 1.11.7 The JV Partners will also share proportionately (51% CIL/BCCL and 49% selected bidder as a JV partner) the operating cost during commercial production period. Profit/loss sharing will be in the ratio of equity holding (*i.e.* 51:49).
- 1.11.8 The JV pre-incorporation expenses will be also borne by both the JV Partners proportionately (51% CIL/ BCCL and 49% selected bidder as a JV partner).
- 1.11.9 Under the statutory provisions, the ROM (Run-of-mine) coal to be produced by the proposed JV Company will be the property of BCCL. The owner will pay 'operational service charges' to be levied by the proposed JV for the coal produced. The JV will mobilize and make necessary operational expenses, to be shared proportionately (51% CIL/ BCCL and 49% selected bidder as a JV partner) between the JV partners.

The Bidder has to furnish along with the bid the following parameters:

- 1. Production schedule of coal (of guaranteed quantity) from the abandoned/ derelict mine
- 2. Payments to be made by the Company to the proposed JV Company for the "Operational Service Charges" for the coal produced, and
- 3. Year-wise capital requirement linked to the activities outlined as per construction schedule on account of mine reopening, salvaging, rehabilitation, development and operation.

These techno-financial parameters will be rigid on the party so selected as a JV partner or the successful bidder for a particular mine(s) and the JV Company so formed while executing the Agreement.

- 1.11.10 The escalation on estimated capital requirements provided for various activities (mentioned under Clause 7.4) will be admissible under the following clauses:
 - a) The capital linked with each of the activities (as per the construction schedule quoted/ agreed by the Successful Bidder on being selected as a JV Partner) leading to starting of

the commercial production period shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, planning, design & Engineering, constructions, and supply of P&M as per the contract except as detailed in Clause-1.2.12(d) hereof and for the statutory increase/ decrease in taxes and duties such as excise duty, sales tax, import duty etc. The estimated capital will be shared proportionately (51% CIL/ BCCL and 49% selected bidder as a JV partner) by both the JV Partners.

- b) If the work schedule gets delayed due to fault on the part of the BCCL (as a JV partner), escalation on the activity-wise estimated capital as quoted/agreed by the Successful Bidder (on being selected as a JV Partner) will be allowed considering the differences in the applicable escalation indices corresponding to delay from the year of the original construction schedule as mentioned in the bid to new/ revised construction schedule. The escalated capital will be shared proportionately (51% CIL/BCCL and 49% selected bidder as a JV partner) by both JV Partners.
- c) If any activity (as per the construction schedule quoted/ agreed by the Successful Bidder on being selected as a JV Partner) leading to starting of the commercial production period is to be extended beyond the stipulated period for completion of that activity due to fault on the part of the successful bidder (on being selected as a JV Partner), escalation shall not be allowed on the capital linked with each of the such activities for the corresponding years of the construction schedule. Excess capital required to complete the activity/ activities will have to be borne by the successful bidder (on being selected as a JV partner) *alone*.
- d) Escalation: In case there is a delay in completion schedule of any item or activity due to the fault on part of the BCCL(as a JV Partner), the following provisions shall apply:
 - i. Escalation for Report Preparation:

No escalation on the capital will be allowed for preparation of reports concerning survey, geo-engineering investigations, planning, design and engineering.
 - ii. Escalation for capital linked with activities related to mine and associated infrastructure construction:

Escalation in estimated capital requirement (in INR only) (as per the construction schedule quoted/ agreed by the Successful Bidder on being selected as a JV Partner)

for the shaft sinking, incline drivage, drift drivage, drivage in coal, construction of strata bunker etc. prior to commercial production period will be calculated as 50% of capital component escalated in accordance with the escalation in the Wholesale Price Index (WPI) and the remaining 50 % with the All India Consumer Price Index (AICPI).

iii. Escalation for capital linked with activities related to civil construction:

Escalation in estimated capital requirement (in INR only) (as per the construction schedule quoted/ agreed by the Successful Bidder on being selected as a JV Partner) for civil construction items such as service buildings, residential buildings, roads, etc. will be calculated on the basis of building cost index calculated as per guidelines of Bureau of Public Enterprises.

iv. Escalation for deliverable P&M

In case there is any delay in supply, installation and commissioning of the deliverable P&M due to the fault on the part of the BCCL(as a JV Partner), escalation as per the following will be applied.

- i) Escalation for the INR component of deliverable P&M will be given in accordance with the escalation in the Wholesale Price Index (WPI).
- ii) Other than the above mentioned INR component, the foreign exchange component, if any would be escalated in accordance with the escalation in the applicable indices as suggested by the Successful Bidder (on being selected as a JV Partner) for USD and EURO and will be limited to the maximum admissible escalation in wholesale price index (WPI) during the period for which escalation is being considered. In case the price component is quoted in USD, the indices suggested for USD must be for USA, in case the price component is quoted in EURO, the indices suggested for it must be for European Union. The indices so suggested must be in the public domain. BCCL (as a JV Partner) reserves its right to use any other suitable index for this purpose.

v. For escalation, increase in the applicable index corresponding to delay from the construction schedule (all activities prior to commercial production period) as mentioned in the bid, to new construction schedule due to delay on account of the BCCL (as a JV Partner), will only be considered. For escalation on deliverable P&M (required during commercial production period to sustain production) increase in the

applicable index corresponding to delay from the year of the delivery schedule as mentioned in the bid to new delivery schedule due to delay on account of the BCCL (as a JV Partner) will only be considered.

- e) The BCCL (as a JV Partner) will pay to the JV Company only allowable escalation as per above clause. Any other expenditure claimed by the Successful Bidder (on being selected as a JV partner) under any heads whatsoever, during reopening, salvaging, rehabilitation, and mine and associated infrastructure construction period and commercial production period incurred due to normal operations or due to defective construction by the Successful Bidder (on being selected as a JV partner) or due to normal mining operations or defective/under rated/inadequate equipment supplied by the Successful Bidder (on being selected as a JV partner), shall not be admissible.

1.11.11 The RoM (Run-of-mine) coal to be produced by the proposed JV Company will be the property of the BCCL who will arrange for sale of the same. However, the BCCL's partner of the JV (i.e. the Successful Bidder on being selected as a JV partner of the JV Company) will have the right of 'first refusal' only for 49% (forty nine percent) of the RoM coal produced by the JV Company for his captive use in his own end-use plant(s) *or the* utility/utilities. In that event BCCL will make available coal to the JV partner limited to 49% (forty-nine percent) of the RoM coal produced or actual requirement (or the normative requirement) of the plant/utility, whichever is less, at prevailing notified price on any given date subjected to the provisions of existing Fuel Supply Agreement (FSA) to the extent applicable to actual use of coal in respect of identified end-use plant(s) or the utility/ utilities of the JV Partner.

[NOTE: In case of a consortium being selected as a JV Partner of the proposed JV Company, the RoM coal (limited to 49% of the RoM coal produced) will be made available by the BCCL to the lead member of the consortium for the captive use in his identified end-use plant(s) or the utility/utilities. The coal can be used for captive purposes by any other member(s) of the consortium in his respective identified end-use plant(s) or the utility/ utilities with the written consent of the lead member of the consortium (on being selected as a JV partner of the proposed JV Company).]

1.11.12 The detailed modalities for supply of coal will be regulated in terms of contractual agreement between BCCL and the selected JV partner. In case there exist Fuel Supply Agreement(s) (FSAs) between CIL/ BCCL and the selected JV partner in respect of identified end-use plant(s) or the identified utility/utilities of the JV Partner fulfilling partially or fully the normative requirement of coal, the JV Partner will have the 'right of first refusal' limited to maximum 49% (forty nine percent) of the RoM coal produced by the JV Company, or the balance quantity of normative requirement of coal (not covered under any of the prevalent Fuel Supply Agreement(s)) in respect of identified end-use plant(s) or the identified utility/utilities of the JV Partner, which ever being less, for his captive use.

In case the normative requirement of coal in respect of identified end-use plant(s) or the identified utility/ utilities of the JV Partner gets fulfilled through the prevalent Fuel Supply Agreement(s) between CIL/ BCCL and the selected JV partner, the JV Partner will not have the 'right of first refusal' of any coal produced by the so-formed JV Company.

Exemplary illustration:

- Normative requirement of JVP's identified end-use plant(s) = 1,000,000 tonnes/annum (tpa);
- JVP's Prevalent FSAs for the said end-use plant(s) with CIL/ BCCL= 550,000 tpa;
- Balance requirement of JVP for the said end-use plant(s) = $P = 1,000,000 - 550,000 = 450,000$ tpa;
- Rated coal production of the JVC = 1,200,000 tpa;
- JVP's 'right of first refusal' will be limited to maximum of 49% of the RoM coal produced by the JVC, i.e. 588,000 tpa (say, Q);

Hence, the JVP will have the '**right of first refusal**' of only **450,000 tpa** (and not 588,000 tpa) of the RoM coal produced by the JVC (as P is less than Q).]

1.11.13 BCCL will also have the right to ascertain (and the JV partner will offer all facilities) that the RoM coal made available to the JV partner is actually utilized for his identified end-use plant(s) or the identified utility/utilities.

1.11.14 Each of the concerned abandoned/ derelict coal mines has no liability originating from old legacies. The skeleton workforce that might have been working in these mines for safety and security reasons may be absorbed by the JV Company if it so wishes. Alternatively, this manpower will be withdrawn by the concerned subsidiary companies.

1.11.15 Under no circumstances the ownership of the proposed abandoned/ derelict coal mines could be transferred to the JV Company nor could the mine be sub-leased to the JV Company for legal reasons. In effect the JV Company will be a mining contractor company of the concerned CIL Subsidiary Company. After closure of the mine or termination of the contract with the so-formed JV Company, or on an earlier date if the JV Agreement is

seized to exist/ the JV Company is liquidated, the ownership of all the assets on that date will lie with the concerned CIL Subsidiary company.

- 1.11.16 BCCL and the selected party after signing the agreement, subject to result of due diligence, will draw mutually acceptable Memorandum and Articles of Association, enter into a shareholders agreement, nominate respective Directors in the Board of JV and get the JV incorporated. The 'Back-up Agreement' will form as part of the 'JV Agreement'.

2. INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF BIDDER

2.1.1 The BHARAT COKING COAL LIMITED (referred to as “the Company” in these documents) invites bids for the works (as defined in these documents and referred to as “the Works”) detailed in the Notice Inviting Tenders (NIT) and Scope of Work. The bidders will submit bids all the works detailed in the NIT and scope of work (Chapter 7)

2.1.2 The successful Bidder, on being selected as a JV partner, will be expected to complete the Works as per the scheme and time schedule submitted with the bid and accepted by the Company.

2.2 ELIGIBLE BIDDER

2.2.1 The invitation of Bids is only for the short-listed Bidders against invitation of Eol eligible to participate in bidding. Bidders who have been short-listed conditionally can participate in the bid on fulfilling the conditions. Their qualifications will be evaluated first. If on evaluation, the bidder is found to have qualified, his bid will be considered; otherwise the same will be rejected. Moreover, short-listed bidders will be eligible to participate in the tenders of any or all abandoned/ derelict UG coal mines irrespective of their offers for particular mines referred in the Eol.

2.2.2 All bidders shall provide in Part I, Forms of Bid and Qualification Information (along with necessary documentary evidences), a statement that the Bidder (including all members of a joint venture company or consortium is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Company to provide consulting services for the Works shall not be eligible to bid.

2.2.3 Joint Venture (JV): Each entity will be jointly responsible for completing the task as per the contract. A Joint Venture (JV) Company (desiring to submit the bid) may submit the bid. Each member / entity of the JV Company will be jointly responsible for completing the Works as per the contract. The JV Company shall comply with the following:-

- i) Documentary evidence of formation of the JV 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 JV Company will be considered collectively.
- iii) A party can be a member in only one Joint Venture (JV) Company bidding for a particular mine(s). Bids submitted by other JV Companies including the same party as member offering the same will be rejected.
- iv) Separate bid by a member of a JV Company will not be accepted.

2.2.4 Consortium: A consortium (of maximum **four members / parties**) may jointly participate in the bid. Each member will be jointly and severally responsible for completing the Works as per the contract. The consortium shall comply with the following requirements:

- (i) The partner responsible for performing a key component of the Works (i.e. extraction of coal) shall be designated as lead member (i.e. leader). Authorization in favour of the leader of the Consortium shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of each Consortium member.
- (ii) The bid shall include all the information regarding capability, experience as required for a bidder for each Consortium member.
- (iii) The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any & all members of the consortium, and the entire execution of works, including payment, shall be done exclusively by and/or with the leader.
- (iv) Leader of the consortium shall be overall responsible for the execution of the works. The Leader and other members of the Consortium shall be jointly and severally responsible for execution of the works, but will be liable for damages in proportion to the respective scope of work.
- (v) A copy of the legally acceptable Memorandum of Understanding (MOU) entered into by the consortium members shall be submitted with the bid containing division of work of each member, their joint and several responsibilities which shall be followed by firm agreement on becoming a successful bidder and to be submitted along with security deposit. Bids received without MOU shall be treated as sole bidder & assessed accordingly.

- (vi) A party can be a member in only one consortium bidding for a particular mine(s). All bids submitted by other consortia including the same party as member for a particular mine(s) will be rejected.
 - (vii) Separate bid by a consortium member will not be accepted.
 - (viii) The consortium will specify the equity share of each member of the consortium on being selected as the successful bidder (JV partner) in the format enclosed in Section-2[I(c)] of Chapter-3 of this document.
- 2.2.5 The Company reserves the right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.3 QUALIFICATION OF BIDDER

- 2.3.1 All bidders shall provide in Part I, Forms of Bid and Qualification Information, as necessary.
- 2.3.2 Bids from the short-listed (following screening of the qualified respondents after evaluation of the Expression of Interest (EOI)) bidders will only be considered for selection of the JV Partner as per the enclosed Contract (i.e. Back-up Agreement). These short-listed bidders should submit with their Bids any information to confirm in their Bids that the originally submitted pre-qualification information remains essentially correct as of the date of Bid submission. The confirmation should be provided in Part I.

All bidders shall include the relevant information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the bidders/ constituted attorneys of the bidders with full signature and seal. All signed declarations are to be made in the bidder's letter head.)

[Note: The intending short-listed bidder will have to submit a declaration in support of the authenticity of the credential submitted by them along with the bid in the form of **an affidavit** as per the format provided in the bid document.]

2.3.3 Qualifying criteria for selection of the JV Partner

The supportive documents shall be furnished by the short-listed bidders to show that they fulfill the minimum qualifying criteria as furnished with their respective EoI. If the bidder is a Consortium or a Joint Venture (JV) company, the minimum qualifying criteria shall be

fulfilled by its members collectively. Documentary Evidence for each qualifying criterion is to be submitted along with the bid.

a) Financial Strength

The Bidder should have achieved a consistent yearly performance in the preceding three years, a turnover of at least INR two billions or US Dollar fifty million in mining operations. The Bidder must possess adequate financial capabilities for required capital investment. This should be supported by document/ certificates including, inter-alia, Independent Audit Report/ Audited Balance Sheet for the last three years and list of clients (Overseas & Indian) for mining operations only.

[Note: The financials of parent company can be considered for the purpose of qualifying the eligibility criteria. In such case, an undertaking from the parent company will be a must.]

b) Legal matters

- i. If the bidder is a consortium, a certified copy of MOU will be required to be furnished as per clause no. 2.2.4.
- ii. The bidders will be required to submit a declaration to the effect that they are not involved in any litigation with / against CIL or its subsidiary Companies and Government of India.
- iii. The bidders would give a declaration that they have not been banned or delisted by any Government or Quasi-Government agencies or PSU's. If a bidder has been banned by any Government or Quasi-Government 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.

c) Experience

- The Bidder should have at least 10 years' experience of operating UG coal mine.
- The Bidder should have re-opened, salvaged and then successfully operated at least one UG coal mine or part of the mine, abandoned/ derelict, anywhere in the world.

- The bidder should have experience in dealing with water-logged workings and/or underground coal fires. Experience in control of surface subsidence and mine rescue operation is not mandatory but will be considered as desirable criteria.
- The Bidder must have on their roll adequate number of key personnel (at least 15 (fifteen) per mine to be finally selected including managerial, supervisory and workmen) each having in-field experience of not less than five years in the following areas:
 - i) Technical assessment of the status of abandoned/ derelict mines
 - ii) Planning and scheduling of extraction of residual coal reserve in abandoned/ derelict mines
 - iii) Salvaging and rehabilitation of abandoned /derelict underground coal mine or part thereof, and mining operations in hazardous conditions such as fire areas, collapsed old workings and waterlogged workings
 - iv) Underground mine surveying
 - v) Rescue operations and/or general Safety management
 - vi) Subsidence management, and
 - vii) Detailing equipment specification and operation/ maintenance of equipment.

Profiles of only such key personnel in management, supervisory and workman levels as will be actually deployed in the mines need to be submitted.

[NOTE:

1. The short listed bidder who participated as consortium must submit certified copy of MOU for the formation of consortium. Any bid by a consortium without it is likely to be rejected.
2. The bidders may suggest operation of the salvaged mines by underground (UG) and/or opencast (OC) methods. Bidders proposing for opencast mining will have to furnish additionally their OC mining experience and manpower. They should have at least 5 years' experience of operating OC coal mines and must have on their roll adequate number of key personnel each having in-field experience in OC coal mining of not less than five years.
3. All the short-listed parties have been conditionally qualified for participation in the Bid. All the bidders are required to submit each of the documents specified in the Bid

Document with regard to eligibility criteria. In order to reduce the volumes of submittals, the parties intending to participate in the bids for more than one mine may submit one set of such documents. However, since the mines falling under jurisdiction of three different subsidiaries will be bidded separately, it would be necessary for the intending bidders to submit at least one set of such documents to the concerned subsidiaries.

4. In case it is found during scrutiny of the bids that a bidder, who is adjudged L1 in the tenders for more than one mine, has furnished the same key personnel in his offers, the bidder will be asked to furnish different sets of key personnel (at least 15 key personnel per mine including managerial, supervisory and workmen) for each mine within a month from the date of seeking clarification. In case, the bidder fails to furnish such sets of key personnel within the stipulated period, the owner or its authorized representative will have the liberty to declare the bidder selected for such number of mine(s) as the bidder may be eligible based on the criteria of at least 15 key personnel per mine and the mines will be selected by the owner arbitrarily amongst the mines for which the bidder is adjudged L1. In such case, the bidder will have to accept the decision of the owner or its authorized representative without any protest or demur. For other mine(s), the bidder will be disqualified and bid security deposit will be returned in due course. For such mine(s) where L1 party fails to resubmit the list of key personnel, the offer will be given to the next qualified party (i.e. L2 Party) at L1 price. If the same situation arises due to failure on the part of L2 party to resubmit the list within one month or refusal to accept the L1 price, the opportunity will be offered to next qualified party (i.e. L3 party) and so on.
 5. If a bidder, on scrutiny of the bids, becomes a successful bidder in more than one abandoned/ derelict mine in a particular CIL subsidiary company and forms one JV Company with the concerned CIL subsidiary company for all such mines, out of 15 manpower per mine (as per the Bid Document) some manpower may be common for all these mines.]
- 2.3.4 Sub-contractor's experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.

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

- a. made misleading or false representations in the forms, statements and/or 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.

2.4 ONE BID PER BIDDER

2.4.1 Each short listed bidder is eligible for submitting one Bid for each of the proposed abandoned/ derelict underground coal mines, in the same legal capacity (company or consortium) in which they have participated in the EOI. A bidder who submits or participates in more than one bid for a particular mine either singly or as a member of a consortium or as a partner of a JV company will cause all the proposals with the Bidder's participation to be disqualified.

2.5 COST OF BIDDING

2.5.1 The Bidder shall bear all costs on his part associated with the pre-NIT / post NIT meetings, site/mine visit, the preparation and submission of his Bid, and the Company will, in no case, be responsible or liable for the aforesaid costs.

2.6 SITE VISIT

The Bidder at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the mine/ site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into the Agreement. The costs of visiting the site shall

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

2.7 CONTENT OF BIDDING DOCUMENTS

2.7.1 The set of bidding documents comprises the chapters listed below and addenda issued in accordance with Clause 2.9 hereof:

Chapter 1	Tender Notice
Chapter 2	Instructions to Bidders
Chapter 3	Forms of Bid and Qualification Information
Chapter 4	Conditions of Contract
Chapter 5	Mine Profile
Chapter 6	Tender Drawings
Chapter 7	Scope of work, Time schedule and Form of price bid
Chapter 8	Proforma of Bank Guarantees for Bid security & Performance security, and Proforma of Integrity Pack, "Back-up Agreement" & "Reopening, Salvaging, Rehabilitation, Operation & Coal Supply Agreement" & Annexure, and
Chapter-9	Proforma for Undertaking

2.8 CLARIFICATION OF BIDDING DOCUMENTS

2.8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Company in writing or by fax at the Company's address indicated in the Tender Notice. The Company will respond to any request for clarification received earlier than 15 (fifteen) days prior to the deadline for the submission of Bids. Copies of the Company's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

2.9 AMENDMENT OF BIDDING DOCUMENTS

2.9.1 Before the deadline for the submission of Bids, the Company may modify the bidding documents by issuing addenda.

- 2.9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or fax to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Company. The addendum will also be posted in the official website of the company <http://www.bccl.cmpdi.co.in>
- 2.9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Company shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 2.19.2 below. And the same is also to be communicated simultaneously to all the purchasers of the bidding document.

2.10 LANGUAGE OF BID

- 2.10.1 All documents relating to the Bid shall be in English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by a translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall be accepted.

2.11 DOCUMENTS COMPRISING THE BID

- a) A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and Date, containing offers in two parts prominently superscribed as Part-I and Part-II respectively.

Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed in one outer envelope indicating full postal address and telephone nos. of the tenderer. Four Envelopes as mentioned above will consist of :

- 1)Envelope for cost of tender document & undertaking** (in case tender document is downloaded from website)
- 2) Envelope for Earnest Money Deposit**
- 3)Envelope for Techno commercial bid (Part-I)**
- 4)Envelope for Price Bid (Part-II).**

Outer sealed envelope will be marked as "Bidding Documents for....."

- b) The two parts of the offers shall contain details as follows:

2.11.1

a. Part I

- i) Letter of the bidder submitting the bid in the form as stipulated in 'Bid Form' (refer Section-1 of Chapter-3 of this document),
- ii) Required qualification information as indicated in Clause 2.3 here of in the format given in Section-2 of Chapter-3 and documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions,
- iii) An undertaking from the bidder submitting the bid to form a JV Company on selection in the form as stipulated in 'Proforma for Undertaking' given in Chapter-9 of this document
- iv) **Technical offer** along with technical specifications of the equipments/ Plants & Machineries to be used, know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry,
- v) A conceptual scheme having detailed list of proposed activities (related to reopening, salvaging, rehabilitation of abandoned/ derelict mine), activities for mine construction and development, detailed description of method of working to overcome existing constraints and hazards, method of development of the panels and the extraction of coal including systems of support, ventilation, dewatering, transportation of men/material/coal, degasification (if required), power distribution system, lighting and communication etc. along with required safety measures,
- vi) Documentary evidence of similar scheme have been successfully implemented in part or full,
- vii) Complete time schedule and PERT network for the entire scope of work, and
- viii) Tender Document duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid).
- ix) Other information as per the Bid document.

[NOTE: Bidders, proposing the conceptual scheme with opencast (OC) mining methods, will require to furnish suitable additional documentary evidences certifying their experience in operating OC coal mines.]

2.11.2 Part II

Price Bid only in the Performa as indicated in Clause 7.4 (Chapter-7) of the tender document.

2.11.3 Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 2.18 and submitted to the Company at its address before the deadline for submission of the bid as described in Clause 2.19.

2.12 BID PRICES

2.12.1 The selection of JV partner (who will form a JV Company with BCCL shall be done for the whole Work as described in Sub-Clause 1.10 of Tender Document, based on the scope of work of the so formed JV Company as detailed in Chapter-7 of the bid document.

2.12.2 The Bidder shall submit rates and prices for all items of the Works described in the 'Performa for Price Bid' (refer Clause-7.4). Corrections/ over-writing in the form of price bid will make the bid liable to be rejected

2.12.3 All duties, taxes and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the rates (i.e. operational service charges) submitted by the Bidder. All incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works as stipulated in the bidding document shall also be included in the rates (i.e. operational service charges) submitted by the bidder.

2.12.4 The rate (operational service charge) per metric tonne of coal produced quoted by the Bidder for the 1st year of commercial production period shall be **firm** and in no case, shall **exceed 90%** of the prevalent notified price of coal (for corresponding grade) at that point of time of BCCL. For the subsequent years, the operational service charge per metric tonne of coal produced will be projected using applicable Index for escalation in accordance with Clause No. 2.12.5.

2.12.5 Escalation on the rate (operational service charge quoted by the Bidder for 1st year of commercial production period) for 2nd year of commercial production period onwards shall be subject to variations in accordance with the price variation Clause No. 4.38.

2.13 CURRENCIES OF BID AND PAYMENT

2.13.1 The Bidder is to quote **only in INR** for all the items in price bid. Any conversion from INR to another currency by the bidder will not be allowed. It is, therefore, advised that before quoting, the bidder will take into consideration the possible variation in exchange rates among different currencies, and may hedge the variation in exchange rates at his own cost.

2.13.2 All payments/ transactions will be made to the JV Company so formed **in INR only**. In case the JV Company so formed wants such payments/ transactions to be made in currency other than INR, the prevailing exchange rate (i.e. bill purchasing rate declared by the State Bank of India) will be considered for conversion of INR to the requested currency. No payment will be made directly to the successful bidder on being selected as a JV partner.

2.14 BID VALIDITY

2.14.1 Bid shall remain valid for a period not less than six calendar months from the date of opening of the part-I of the bid. A bid valid for a shorter period shall be rejected by the Company.

2.14.2 In exceptional circumstances, prior to expiry of the original time limit, the Company may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 2.15 in all respects.

2.15 BID SECURITY/ EARNEST MONEY DEPOSIT

2.15.1 The bidder shall furnish, as part of his bid, a Bid Security/ Earnest Money Deposit (EMD) of the amount as shown in Tender Notice (refer Para 1.1 of Chapter-1) of NIT for this particular work. Bid security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 30 (thirty) days beyond the validity of the Bid in the format given in the Chapter-8 of the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security / Earnest Money drawn in favour of M/S BHARAT COKING COAL LIMITED on any Scheduled Bank payable at its branch at **DHANBAD/KOLKATA**.

2.15.2 Any bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Company as non-responsive.

2.15.2 After finalization of the tender the company will promptly notify the other bidders that their bids have been unsuccessful and refund the Bid Security/ EMD of the unsuccessful Bidders as promptly as possible after finalization of tender and shall bear no interest.

2.15.3 The Bid Security/ EMD of the successful bidder, on being selected as a JV partner for this mine will be discharged when the Bidder has formed a JV Company, signed the Contract Agreement, and furnished the required Performance Security as per the specified terms and conditions.

2.15.4 The Bid Security/ Earnest Money Deposit (EMD) may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- b. in the case of a successful Bidder on being selected as a JV partner for a particular mine(s), if the Bidder fails within the specified time limit to:
 - (i) sign the 'Back-up Agreement' and/or
 - (ii) furnish the required Performance Security.
- c. if the Bidder does not accept the correction of the Bid price pursuant to Clause 2.26 hereof.

2.15.5 The Bid Security/ EMD deposited with the Company will not carry any interest.

2.16 ALTERNATIVE PROPOSALS BY BIDDERS

Bidders shall submit offers that comply with the requirements of the Bidding documents, including the scheme as detailed in Clause 2.11 hereof. **Alternatives will not be considered.**

2.17 FORMAT AND SIGNING OF BID

2.17.1 The Bidder shall prepare the Bid comprising the documents as described in Clause 2.11.

2.17.2 All documents of the Bid shall be typed or computer printed and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid document shall be signed by the Bidder.

2.17.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Company or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the Bidder. Erasing or overwriting in the bid document may disqualify the Bidder.

2.18 SEALING, MARKING AND SUBMISSION OF BIDS

2.18.1 The Bidder shall seal the Bid in two inner sealed envelopes and one outer sealed envelope, duly marking the inner envelopes in the following manner:

Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed in, in one outer envelope indicating full postal address and telephone nos. of the tenderer. Four Envelopes as mentioned above will consist of : (1) **Envelope for cost of tender document & undertaking** (in case tender document is downloaded from website), (2) **Envelope for Earnest Money Deposit**, (3) **Envelope for Techno commercial bid (Part-I)** and (4) **Envelope for Price Bid (Part-II)**. Outer sealed envelope will be marked as "Bidding Documents for Salvaging, Rehabilitation and Operation of Abandoned/ Derelict Underground Coal Mine kustore colliery BCCL.

2.18.2 The outer envelope and inner envelopes placed in outer envelope shall be addressed to the Employer at the following address and submitted accordingly before the deadline for submission of bid as indicated in Clause 2.20:

THE GENERAL MANAGER (CMC)
Bharat Coking Coal Limited
Level-V, Koyla Bhawan Dhanbad-826005

inner and outer envelopes will bear the following additional identification:

- Tender Notice No. _____ - Date- DO NOT OPEN
BEFORE.....HRS on.....

2.18.3 In addition to the identification required in Sub-clause 2.18.2, the inner and outer envelopes shall indicate the **Name and Address of the Bidder**.

2.18.4 If the outer as well as inner envelopes are not sealed and marked as above, the Company will assume no responsibility for the misplacement or premature opening of the Bid.

2.19 DEADLINE FOR SUBMISSION OF BIDS

2.19.1 Bids shall be delivered to the Employer at the address specified above not later than **3.30PM on 3.01.2011**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

2.19.2 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 2.9, in which case all rights and obligations of the Company and the Bidders, previously subject to the original deadline, will then be subject to the new deadline.

2.20 LATE BIDS

- 2.20.1 Any Bid received by the Company after the deadline prescribed in Clause 2.19 due to any reason whatsoever will not be accepted.

2.21 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.21.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 2.19, in case the bidder has submitted the bid well before the deadline or extended deadline.
- 2.21.2 Bidder's modification shall be prepared in line with the original, but withdrawal shall be a plain paper letter with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 2.21.3 No Bid may be modified after the deadline / extended deadline for submission of Bids.
- 2.21.4 Withdrawal of a Bid between the deadline/ extended deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-clause 2.14.2 may result in the forfeiture of the Bid Security pursuant to Clause 2.15.

2.22 BID OPENING

- 2.22.1 The Company will open Part-I of the bids first, including modifications made pursuant to Clause 2.21 in the presence of the bidders or their representatives who choose to attend at the time and in the place specified in Clause 1.8 of Tender Notice/ NIT (Chapter-1). In the event of the specified date of Bid opening being declared a holiday for the Company, the Bids will be opened at the appointed time and location on the next working day.
- 2.22.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 2.21 shall not be opened.
- 2.22.3 After opening of Part-I of the Bids, bid security, qualification information, technical and commercial parts etc. of the bids shall be examined and evaluated.

2.22.4 The Bidder's names, Bid modifications and withdrawals, the presence or absence of Bid Security and other details as the Company may consider appropriate, will be announced by the Company at the opening.

2.22.5 After examination and evaluation of Part-I of the bids in accordance with Clause 2.25 of these instructions, Part - II of the bids which are technically and commercially at par and substantially responsive in accordance with specifications, scope, conceptual scheme submitted, terms and conditions and fulfilling the requirements of the instructions to the bidders, shall be opened. In case of delay in opening of Part- II i.e. Price bid within stipulated six calendar months from the date of opening of Part I of the tender, the Bidders shall be allowed to submit the revised Price bid.

2.23 PROCESS TO BE CONFIDENTIAL

2.23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a bidder to influence the Company's processing of Bids or award decisions may result in the rejection of his Bid.

2.24 CLARIFICATION OF BIDS

2.24.1 To assist in the examination, evaluation and comparison of Bids, the Company may, at the Company's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakups of rates quoted. The request for clarification and the response shall be in writing or by fax.

2.25 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

2.25.1 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 2.3;
- b. has been properly signed;
- c. is accompanied by the required bid securities; and
- d. is substantially responsive to the requirements of the Bidding documents.

2.25.2 A substantially responsive Bid is one which conforms to all the terms & conditions of the Bidding documents without technical or financial deviation or reservation. A technical or financial deviation or reservation is one:

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

2.25.3 Technical evaluation of the scheme submitted by the Bidder with the Bid will be done by the Company by evaluating the adequacy of the infrastructure and specification of P&M with production guaranteed by the Bidder. The Bidder will submit documentary evidence to prove that the mining method, infrastructure and P&M proposed is a proven Technology and is working /has worked successfully for reopening, salvaging, rehabilitation and thereby operation of abandoned or derelict underground coal mine.

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

2.26 CORRECTION OF ERRORS

2.26.1 Bids determined to be substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- o where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern;
- o where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, and
- o discrepancy in totaling or carrying forward of the amount quoted by the bidder shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the bidder along with other bid/ bids. Rounding off to the nearest INR should be done in the final summary of the amount instead of in totals of various sections of the offer.

2.26.2 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.

2.27 EVALUATION AND COMPARISON OF BIDS

2.27.1 The Company will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 2.25.

2.27.2 In evaluating the Bids, the Company will determine for each Bid, the evaluated Bid Price, by adjusting the Bid Price as follows:

- a. making any correction for errors pursuant to Clause 2.26;
- b. making up appropriate adjustment for any other quantifiable acceptable variations / deviations;
- c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 2.21.

2.27.3 The Company reserves the right to accept or reject any variation, deviation or other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Company shall not be taken into account in Bid evaluation.

2.27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work, if any, the Company may require the Bidder to produce detailed price analysis for any or all items of the works, to demonstrate the internal consistency of those prices with the construction of infrastructures, method of operation and schedule proposed. In such situation, if the owner feels, the bid will be reviewed by the reviewing committee.

2.28 AWARD CRITERIA

2.28.1 Subject to Clause 2.29, the Company will select the best qualified Bidder as the JV partner, whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest price for coal production evaluated on the

basis of Long Range Marginal Cost (LRMC) based on discounted cash flows. The Company shall be sole judge in this regard.

2.28.2 Evaluation and Comparison of Bids

The Company will evaluate and compare the Bids, previously determined to be substantially responsive, pursuant to Clause 2.25 of this Section.

The financial evaluation of bid shall be made on LRMC (Long-Range Marginal Cost i.e. the equated equivalent cost per tonne) basis using DCF (discounted cash flow) technique. In order to calculate LRMC the time stream of cash outflow for 25 years from the date of commencement or life of mine as assessed by the bidder (whichever is earlier) shall be considered.

LRMC will comprise of cash outflows on account of

1. Year-wise cash flow (in INR only) linked to the activities outlined as per the construction schedule on account of reopening, salvaging, rehabilitation and mine development & construction

[NOTE: The proposed JV Company (as per JV Agreement) will initially make all the expenditure linked with the aforesaid activities as per construction schedule proposed by the Successful Bidder on being selected as a JV Partner. Later, the CIL/ BCCL (as a JV Partner) will pay its share to the proposed JV Company within 30 (thirty) days of the completion of each scheduled activity subject to fulfillment of respective activities as per schedule to be indicated by the Successful Bidder (as a JV Partner) and release of the Successful Bidder's share.]

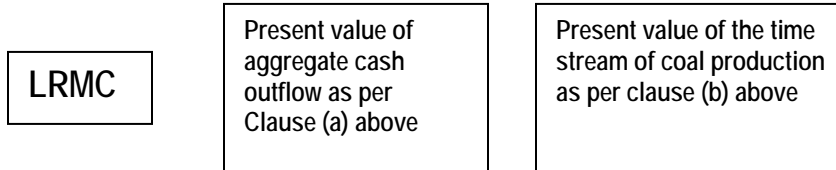
2. Payments to be made by the Company (in INR only) to the proposed JV Company as 'Operational Service Charges' for the coal produced.
3. Value of the existing assets of the mine (in INR only) as valued by the concerned Bidder through accredited valuer.

2.28.3 The discounting rate for calculation of present value of the above outflow shall be as follows:

- a) The discounting rate will be the yield to maturity (YTM) of Govt. of India bonds with balance tenure of around five (5) years prevailing on the date of opening of the price bid plus 150 basis points.

- b) To calculate the present value of the time stream of coal production the same discounting rate will be considered (Clause (a) above).

The formula of such LRMC is given below:



- c) Sample calculation is shown in **Enclosure 1** of this chapter.

2.28.4 The bidder with the lowest LRMC in terms of overall cost per tonne (INR/Tonne) will be selected as the successful bidder subject to the provision that such operational service charges to be levied by that bidder (L-1) (as a partner of the proposed JV Company) for the coal produced does not exceed 90% of the prevalent notified price of coal/tonne at any point of time and is fulfilling other criteria as per NIT. However, the Company reserves the right to reject even the lowest bid under the following two conditions:

- a) In the event LRMC renders the project un-viable, and/or
- b) Where the technical details & safety records furnished by the bidder are found insufficient and considered unsatisfactory.

2.28.5 For evaluation of the bids, the 'Operational Service Charge' per tonne of coal produced quoted in the bid for 1st year of the commercial production period will be considered unaltered from 2nd production year onwards. No escalation will be applied to the firm price of coal per tonne quoted for the first production year in the similar manner as given in escalation clause.

2.28.6 Keeping other things equal, preference will be given to the Bidders who would offer

- higher annual guaranteed production, and/ or
- reciprocal opportunities for development and operation of coal mines abroad by the proposed Joint Venture.

2.28.7 Bidders may like to note that economic evaluation of the bid will consider the total payment to be made to the proposed JV Company in accordance with the various terms and

conditions as envisaged under terms of payment along with guaranteed production during contract period.

- 2.28.8 In case it is found that the rate and the amount of taxes included in the bid are in variation with the actual rate of taxes, duties, levies etc., the owner shall have the right to change taxes/ levies and other statutory payment as per prevailing rate on the date of opening bid with an objective to ensure uniformity as applicable to all bidders. The above-adjusted rate will be used for bid evaluation as well as for payment.

2.29 COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 2.29.1 Notwithstanding Clause 2.28, the Company reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

2.30 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.30.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Company prior to expiration of the Bid validity period by fax and confirmed by registered letter. This letter (hereinafter and in the Conditions of the Contract called the "Letter of Acceptance") will be considered as the formal invitation from the owner to sign a Back-up Agreement with BCCL within a specified period from the date of issue of the letter.
- 2.30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with Clause 2.31.
- 2.30.3 The Agreement will incorporate all agreements between the Company and the successful Bidder within the time period specified below following the notification of award along with the letter of Acceptance.

After the Company notifies the selected Bidder that its bid has been accepted, the Bidder will sign an Agreement ('Back-up Agreement') with BCCL within **30 (thirty) days** in a

Proforma as given in Para Chapter-8 of the bid document. The bidder will sign the Integrity Pact as per format given in Chapter-8 along with the Contract.

The Successful Bidder will sign a JV Agreement within **60 (sixty) days** from the date of signing the 'Back-up Agreement'. Within **60 (sixty) days** from the date of signing the JV Agreement, the Successful Bidder will form a JV Company with CIL/BCCL and get the company registered under the Company's Act 1956.

Within **15 (fifteen) days** from the date of formation of the JV Company, the JV Company will execute "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" (called as "The Contract Agreement") and the successful Bidder, as a JV partner of the so formed JV Company, should not have any protest or demur for fulfilling the Agreement. The JV Company will sign the Integrity Pact as per format given in Chapter-8 along with the Agreement.

2.30.4 Upon the furnishing by the successful Bidder of the Performance Security and signing the 'Back-up Agreement', the Company will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit within 30 (thirty) days of submission of Performance Security by the successful bidder.

2.30.5 The successful Bidder will have to sign an integrity pact as per the Format given in Chapter-8 in the bid document.

2.31 PERFORMANCE SECURITY

2.31.1 **Performance Security** is the guarantee kept with the Company during the contract period and is intended to secure the entire Contract. Performance Security shall be submitted by the Successful Bidder (on being selected as a JV partner) before signing of the 'Back-up Agreement' and bear no interest.

2.31.2 Performance Security of **10,000,000 INR (Rupees ten million only)** or **<.....> USD (US Dollars thousand only)** or **<.....> Euro (Euro thousand only)**

should be furnished by the selected bidder (on being selected as a JV partner) within a period of 30 (thirty) days from the date of issue of the "letter of acceptance" and before executing the Back-up Agreement in any of the form given below after which bid security / earnest money will be refunded to the successful bidder:

- A Bank Guarantee (BG) in the form given in the bid document (refer Chapter-8);
- Govt. Securities, FDR or any other form of deposit acceptable to the owner;
- Demand Draft drawn in favour of BHARAT COKING COAL Ltd. on any Scheduled Bank payable at its Branch at Dhanbad
- (NOTE: The bill purchasing rate declared by the State Bank of India prevalent at the time of floating of tender will be considered for calculating the equivalent amount of earnest money in USD or Euro currency.)

2.31.3 If Performance Security is provided by the successful bidder in the form of bank guarantee, it shall be issued either

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

Bank Guarantee is to be submitted in the format prescribed by the Company in Chapter-8 of the bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalized Bank/Scheduled Bank.

2.31.4 The Performance Security shall be payable to the Company without any condition whatsoever. Failure of the successful Bidder (on being selected as the JV Partner) to comply with the requirements of Clause 2.31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security/ Earnest Money Deposit.

2.31.5 The Performance Security shall cover additionally the following guarantees to the Company:

- a. The successful bidder (on being selected as a JV partner) guarantees the successful and satisfactory operation of the P&M furnished and installed under the contract, as per the specifications quoted and documented.
- b. The successful bidder (on being selected as a JV partner) further guarantees that the equipment provided and installed by him shall be new, not refurbished, free from all defects in design, material and workmanship.

- c. The successful bidder (on being selected as a JV partner) further guarantees timely completion of the activities (scheduled as per the construction schedule quoted by the Successful Bidder on being selected as a JV Partner) leading to starting of the commercial production period without any delay whatsoever.

[NOTE: As the successful bidder is to carry out all the activities on behalf of the JV Company, the responsibility of adhering to activity schedule will be bestowed upon the bidder only.]

- 2.31.6 The Company shall be at liberty to deduct/ appropriate from the Performance Security Deposit such sums as are due and payable by the Successful Bidder (on being selected as a JV Partner) to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit shall have to be restored by Successful Bidder subsequently.
- 2.31.7 The Bid Security/ Earnest Money Deposit will be returned to the Successful Bidder without any interest on successful execution of the "Back-up Agreement" by the successful Bidder (on being selected as a JV Partner) and on submission of Performance Security by the Successful Bidder to comply with the requirements of Clause 2.31.2.
- 2.31.8 The performance security will be returned to the successful bidder without any interest provided the following conditions are fulfilled:
 - a. 20% of performance security will be returned to the Successful Bidder without any interest at the end of a particular year during the first 5 (five) years of commercial production period provided the so-formed JV Company achieves 100% of the guaranteed production (as per production schedule quoted/ agreed by the Successful Bidder on being selected as a JV partner) of that particular year.
 - b. Full performance security, or the remaining part of the performance security (after returning the part of performance security based on year-wise performance) will be returned to the Successful Bidder without any interest at the end of the first 5 (five) year of commercial production period provided the so-formed JV Company achieves at least 80% of the sum of first five years' guaranteed coal production (as quoted/agreed by the Successful Bidder on being selected as a JV Partner).
- 2.31.9 The Performance Security will be forfeited if the so-formed JV Company fails to

- a. adhere to the activity schedule (as per the construction schedule quoted by the Successful Bidder on being selected as a JV Partner) for the activities leading to starting of the commercial production period (due to any reason whatsoever for which owner is not responsible) and delay in any such activity exceeding a period of 1 (one) year, and/or
- b. achieve at least 80% of the sum of first five years' guaranteed coal production (as per the production schedule quoted by the Successful Bidder on being selected as a JV Partner) of the commercial production period (due to any reason whatsoever for which owner is not responsible).

Bank Guarantee shall be valid upto ninety (90) days after the end of the first 5 (five) year of commercial production period as per the production schedule (quoted/ agreed by the Successful Bidder on being selected as a JV Partner) or the revised production schedule as the case may be.

2.32 EMPLOYMENT OF LOCAL LABOUR

- 2.32.1 Bidders may employ, to the extent possible, only local project affected people and pay wages as per the NCWA in force.

2.33 LEGAL JURISDICTION

- 2.33.1 Matter relating to any dispute or difference arising out of this tender/ bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Dhanbad court only. All disputes shall be resolved as per the provisions of Clause 4.35.

2.34 DEEMED EXPORTS

- 2.34.1 If the bidder has quoted any item/items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

2.35 CONSULTANTS NOT TO BID & VICE-VERSA

- 2.35.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing goods or works or services related to the initial assignment for the same project.

2.36 SUB-CONTRACTOR/ SUB-VENDOR

- 2.36.1 The Contract Agreement will specify major items of supply or of services for which the Successful Bidder, and later the JV Company so formed, proposes to engage Sub-Contractor/ Sub-Vendor. The JV Company may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-Charge/ Designated Officer-in-Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/ Designated Officer-in-Charge will not relieve the Successful Bidder, and later the JV Company so formed, from any of his obligation, duties and responsibilities under the contract.
- 2.36.2 If a Successful Bidder submits his bid, qualifies and does not get the contract because of his not being the most competitive bidder, he will be prohibited from working as a sub-contractor for the Successful Bidder who is executing the work.

2.37 NIT AND TENDER DOCUMENTS IN THE WEBSITE

- 2.37.1 The complete bid documents shall be available on the Company's website <http://www.bccl.cmpdi.co.in> for the purpose of downloading and tender submitted on such downloaded bid documents shall be considered valid for participating in the tender process.
- 2.37.2 The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

- 2.37.3 The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per Tender Notice at the time of submission of bids.
- 2.37.4 The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their bids shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
- 2.37.5 The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the bidder (as per Clause 2.37.4) shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / Earnest Money Deposit.
- 2.37.6 In case of any discrepancy between the tender documents downloaded from the web-site and the master copy available in the office, the latter shall prevail and will be binding on the bidders. No claim on this account will be entertained.

FORMAT FOR DISCOUNTED CASH FLOW ANALYSIS (FOR FINANCIAL EVALUATION OF THE PRICE BID)

A. Table for Estimation of Present Value of Cash outflow for Reopening, Salvaging, Rehabilitation and Construction of the proposed abandoned / derelict underground coal mine

- a. Yield To Maturity (YTM) Rate for Govt. of India (Gol) Bond = 7.47% (Assumed)
- b. Basis Points (Bps) = 1.50% (Considered)
- Total Rate of Discount [(a)+(b)] = 8.97%**

TABLE NO. 2.1

Financial Year	Total Capital Outflow for reopening, salvaging, rehabilitation, and mine & associated infra-structure construction (in Million INR) #	Discounting Factor	Present Value (in Million INR)
(i)	(ii)	(iii)	(iv)=(ii)x(iii)
Y1		1.0000	
Y2		0.9177	
Y3		0.8422	
Y4		0.7729	
Y5		0.7093	
Y6		0.6509	
Y7		0.5973	
Y8		0.5481	
Y9		0.5030	
Y10		0.4616	
Y11		0.4236	
Y12		0.3887	
Y13		0.3567	
Y14		0.3273	
Y15		0.3004	
Y16		0.2757	
Y17		0.2530	
Y18		0.2322	
Y19		0.2131	
Y20		0.1956	
Y21		0.1795	
Y22		0.1647	
Y23		0.1511	
Y24		0.1387	
Y25		0.1273	
TOTAL			A

Data is to be taken from the formats of price bid (Chapter- 7) (Proforma-7.4.1).

Total Cash Outflow (capital cost) = Σ Present values of annual cash outflow [Column (iv)] = A (say)

B. Table for Estimation of Present Value of Cash Outflow due to Production of Coal and Present Value of Guaranteed Coal Production during Commercial Production Period

Rate of Discount = 8.97% (same as estimated in Para-A of ENCLOSURE-1)

TABLE NO. 2.2

Financial Year	Guaranteed production* (Million Tonnes)	Operational service charge (INR per metric tonne of coal produced) **	Annual Cash Outflow i.e. annual operating Service Charges (Million INR)	Discount Factor	Present Value of Cash Outflow (Million INR)	Discounted coal production (Million Tonnes)
(i)	(ii)	(iii)	(iv)=[(ii)x(iii)]	(v)	(vi)=(iv)x(v)	(vii)=(ii)x(v)
Y1				1.0000		
Y2				0.9177		
Y3				0.8422		
Y4				0.7729		
Y5				0.7093		
Y6				0.6509		
Y7				0.5973		
Y8				0.5481		
Y9				0.5030		
Y10				0.4616		
Y11				0.4236		
Y12				0.3887		
Y13				0.3567		
Y14				0.3273		
Y15				0.3004		
Y16				0.2757		
Y17				0.2530		
Y18				0.2322		
Y19				0.2131		
Y20				0.1956		
Y21				0.1795		
Y22				0.1647		
Y23				0.1511		
Y24				0.1387		
Y25				0.1273		
TOTAL					B	C

* Data is to be taken from the formats of price bid (Chapter- 7) (Proforma-7.4.2).

** Operational service charge per metric tonne of coal produced (as claimed by the Bidder on behalf of the proposed JV Company) (in INR only) will have to be quoted **only** for the **first year of the commercial production period** in which coal production has been scheduled to be carried out. This will be **firm price**. For the subsequent years, the operational service charge per metric tonne of coal produced will be projected using applicable Index for escalation subject to maximum permissible 90% of prevalent notified price of coal at that point of time. Grade-wise prevalent notified price of coal will be taken from the **notified price** of coking & non-coking coal (as applicable to

BCCL) (vide *Price Notification No. CIL:S&M:GM(F): :Pricing:1181 dated 15.10.2009* and subsequent price revision) and published by Coal India Limited as shown in Company's official web-site www.coalindia.nic.in. In case of coking coal, the notified price up-rated by specified add-ons (as may be applicable for the concerned CIL Subsidiary Company vide aforesaid price notification of *dated 15.10.2009* and subsequent price revision) will be considered. For a particular mine, average grade of the balance coal reserve will be considered for the bid evaluation purpose as the grade of coal produced.

Total Cash Outflow (Operating Cost) = Σ Present values of annual cash outflow [Column (vi)] = B (say).

Total Discounted Coal Production = Σ Discounted annual coal production [Column (vii)] = C (say)

NOTE:

- a. The bidders may suggest operation of the salvaged mines by underground and/or opencast methods.
- b. Only operational service charges will to be paid to the JV Company (proposed to be formed between the Successful Bidder and the Company) in each year with respect to the metric tonnes of coal produced in that particular year as per the approved scheme. The operational service charge per metric tonne of coal produced (as claimed by the Bidder on behalf of the proposed JV Company) should not exceed 90% of prevalent notified price of coal at that point of time for the acceptance of the bid.
- c. As CIL/ BCCL will be a JV partner of the said JV Company, CIL/ BCCL's share of investment (as per JV Agreement) will be made to the proposed JV Company (in INR only) on account of various activities (as listed and agreed by the successful bidder in the bid document) related to reopening, salvaging, rehabilitating, developing and operating of the proposed derelict/ abandoned mine. The capital requirement on these accounts (in INR only) will be required to be furnished by the Bidder for financial evaluation of the bid.
- d. All payments to the proposed JV Company will be made in INR only. In case the JV Company so formed wants such payments to be made in currency other than INR, the prevailing exchange rate (i.e. bill purchasing rate declared by the State Bank of India) will be considered for conversion of INR to the requested currency. No payment will be made directly to the bidder on being selected as a JV partner.
- e. No mobilization advance will be paid.
- f. The evaluation will be done for the life of the mine or 25 years (whichever is less) inclusive of reopening, salvaging, rehabilitation and construction periods of the proposed abandoned/ derelict underground coal mine.
- g. The techno-financial parameters furnished by the bidder along with the Bid will be rigid on the party so selected as a JV partner or the successful bidder for a particular mine(s) and the JV Company so formed while executing the Agreement.

C. Table for Estimation of Equity Share Capital of the proposed JV Company for the proposed abandoned / derelict underground coal mine

TABLE NO. 2.3

Financial Year	Total Equity capital needed of the proposed JV Company * (in Million INR)	Bidder's share in equity capital (in Million INR)	CIL Subsidiary Company's share in equity capital (in Million INR)	Value of the existing assets of the mine (in Million INR) @	CIL Subsidiary Company's net share in equity capital (in Million INR)
(i)	(ii)	(iii) = 49% of (ii)	(iv)=51% of (ii)	(v)	(vi) = [(iv)-(v)]
Y0				D	

* Data is to be taken from the formats of price bid (Chapter- 7) (Proforma-7.4.3).

@ Value of the existing assets of the mine as valued by the Bidder through accredited valuer.

Total value of the existing assets of the proposed abandoned/ derelict mine = D (say).

D. BID EVALUATION METHODOLOGY:

Long range Marginal cost (LRMC) of coal production = $[(A + B - D) \div C] = E$ (say)

For each bid, the total cash outflow and the corresponding total discounted coal production will be estimated as per estimation procedure indicated in the above tables. In both of these calculations, same discount rate as applicable for INR currency component will be considered. **Bidder having the least value of LRMC (i.e. the value E)** will be considered as **L1 Bidder** or **Most Competitive Bidder**. However, keeping other things equal, preference will be given to the bidder who would offer higher annual guaranteed production, and/ or reciprocal opportunities for development and operation of coal mines abroad by the proposed Joint Venture.

E. CONTRACT VALUE:

Contract Value with respect to the Bid is estimated as follows:

Contract Value (in Million INR) =

$[\text{LRMC (in INR per Tonne)}] \times [\text{Total production during life of the mine or 25 years (which ever is less) (in Million Tonnes)}]$

3. FORMS OF BID AND QUALIFICATION INFORMATION

SECTION : 1

BID FORM

Subject: BID for the Work: _____

To

.....
.....
.....
.....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/ Earnest Money in accordance with the Tender document amounting to Rs. <.....> (in figures) <.....> (in words) in the form as stipulated in Clause 2.15 of Instruction to Bidders (Chapter 2) is enclosed herewith (*to be filled in by the Bidder*).

The Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that the Earnest Money Deposit (EMD) and other required documentary evidences related to this part of the Bid are enclosed (as listed below) herewith either in original / copies attested by Gazetted Officer / copies duly authenticated by us with signature and seal along with affidavit as per the format provided in Section-3 of Chapter-3 in the bid document.

Yours faithfully,

Authorized Signature:

Name and Title of the Signatory:

Name of the Bidder:

Address:

Date:

(To be filled in by the Bidder)

Enclosures:

- i) EMD of Rs. <.....> vide <.....> dated <.....>
- ii)
- iii)
- iv)
- v)
- vi)

SECTION : 2

QUALIFICATION INFORMATION

(The information to be submitted by all the Bidders (individual bidders or individual members of Joint Venture Company or Consortium))

I. GENERAL

a) **Constitution or Legal status of Bidder (Sole / Consortium/ JV Company) (attach copy)**

Place of registration :

Principal place of business :

Power of Attorney of signatory Bid: (attach)

b) **Joint Venture Company / Consortium details:**

Name & Role of all members of a joint venture company / consortium		
	Name	Role
1. Lead Member		
2. Member		
3. Member		
4. Member		

c) **General Information :**

SN.	Information required	Details
1	Name of Company (sole bidder / member of Consortium/ JV Company)	
2	Status of Bidder/ Member	Sole Bidder / Member of JV Company / Leader of Consortium Company / Member of Consortium Company (Tick appropriate)
3	Address, Telephone Number, Fax number and e-mail Id of the Bidder/ Lead Member	
4	Name, Address of the other members of the Consortium/ JV Company	i) ii) iii)
5	Proposed Role as per the Consortium/ JV Agreement signed by and between all the members of the Consortium / JV Company	i) ii) iii) iv)
6	Proposed % equity participation of each member of the Consortium / JV Company into	i) ii)

SN.	Information required	Details
	the Work	iii) iv)
7	Details of Bankers (Name, address, contact numbers etc.)	
8	Special mention, if any	

NOTE: Information to be furnished by the Sole Bidder / each Individual member of the Joint Venture (JV) Company / Consortium along with necessary documentary evidences or MoUs.

- d) Permanent Income Tax Account No. (PAN), wherever applicable :

II. FINANCIAL

- a) Details of the turnover during last 3 (three) years:

Annual Turnover Data (in Coal Mining Venture only)		
Year	Turnover (in million USD/ Billion INR)	Remarks
2008-09		
2007-08		
2006-07		

NOTE: Supportive documents/ certificates - to be attached.

- b) Financial reports of the last five years:

Financial information	Actual: Previous five years					Projected: Next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profit before tax							
6. Profit after tax							

NOTE: Supportive financial reports like balance sheets, profit and loss statement, auditors report etc. - to be attached.

- c) Evidence of access to financial resources to meet the qualification requirements:

SN.	Source of Financing	Amount (in INR/ USD/ Euro)
1.		
2.		

NOTE: Supportive financial documents like cash in hand, liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the required cash flow for the Works - to be attached.

d) Details of bankers:

Banker	Name of the banker		
	Address of the banker		
	Telephone	Contact name and title	
	Fax	E-mail ID:	

III. LEGAL

a) Formation of Consortium/ JV Company:

Name of Consortium / JV Company	Name of members	Date & Place of formation	Evidential Proof

NOTE: Documentary evidence of formation / Memorandum of Understanding (MoU) - to be attached.

b) Information about litigations, if any, in which bidder/ member is involved:

Year	Award FOR or AGAINST applicant	Name of Client, Clause of Litigation and Matter of dispute	Disputed amount

NOTE: Bidder(s) is/are to submit declaration in the form of affidavit(s) on non-judicial stamp paper(s) whether the bidder(s) involved in any litigation with or against CIL & its Subsidiaries and/or Govt. of India.

IV. WORKING EXPERIENCE

a) Experience of the Bidder

Sl. No	Area of Experience	Location of operations	Period (date/year) of operation	Brief mine-wise description about prevalent geo-mining conditions and the method of operation with reasons of mine closure
1	Operating underground coal mines in difficult working conditions			
2	Re-opening, salvaging and rehabilitation of abandoned / derelict underground coal mine or part of the mine			
3	Mining operation in rehabilitated coal mine			
4	Dealing with active underground coal fire and water logged workings			
5	Subsidence management and surface protection works			
6	Mine rescue operations			

NOTE: Supportive documents/ certificates on each of aforesaid areas of experience are to be attached showing the location i.e. name of the underground (UG) coal mine(s) & period (date/year) of operation. In case of experience in reopening, salvaging, rehabilitation and operation of abandoned/ derelict mine(s), evidential proofs are to be attached showing that the UG coal mine(s) was/were abandoned/ derelict stating the reasons of mine discontinuance/abandonment and the bidder(s) was/were authorized to reopen, salvage, rehabilitate and operate the abandoned/ derelict coal mine(s) and the job was actually executed by the bidder(s) during the period of operation mentioned in the table. The bidder(s) should have re-opened, salvaged and rehabilitated at least one such abandoned / derelict UG coal mine or part thereof and operated the salvaged mine(s) for at least 10 years. Further, for each of the underground coal mine, a brief description is to be furnished mentioning the method of work/ mining practised under the prevalent geo-mining conditions.

b) Additional Experience of the Bidder (in case of the bidder proposes to operate the salvaged mine by opencast mining methods)

Sl. No	Area of Experience	Location of operations	Period (date/year) of operation	Brief mine-wise description about the prevalent geo-mining conditions and the method of operation with reasons of mine closure
1	Operating opencast coal mines			
2	Re-opening, salvaging and rehabilitation of abandoned / derelict underground coal mine or part of the mine by opencast mining methods			

NOTE: Supportive documents/ certificates on each of aforesaid areas of experience are to be attached showing the location i.e. name of the coal mine(s) & period (date/year) of operation. In case of experience in reopening, salvaging, rehabilitation and operation of abandoned/ derelict mine(s), evidential proofs are to be attached showing that the UG coal mine(s) was/were abandoned/ derelict stating the reasons of mine discontinuance/ abandonment and the bidder(s) was/were authorized to reopen, salvage, rehabilitate and operate the abandoned/ derelict coal mine(s) by opencast (OC) mining and the job was actually executed by the bidder(s) during the period of operation mentioned in the table. The bidder(s) should have re-opened, salvaged and rehabilitated at least one such abandoned / derelict UG coal mine or part thereof and operated the salvaged mine(s) for at least 5 years by OC mining. Further, for each of the coal mine, a brief description is to be furnished mentioning the method of work/ mining practised under the prevalent geo-mining conditions.

c) Experience (of at least 5 years) of the Key Personnel:

Sl. No.	Area of Experience	Name & designation	No. of years of Experience in UG Coal Mining Ventures
1	Technical assessment of the status of abandoned / derelict mines and Planning & Scheduling of operations		
2	Delineation of waterlogged/ caved workings		

Sl. No.	Area of Experience	Name & designation	No. of years of Experience in UG Coal Mining Ventures
3	Salvaging and rehabilitation of collapsed underground mines/ roadways / other underground workings		
4	Underground Mine survey		
5	Mining operations in hazardous conditions, water logged workings, dealing with active underground mine fire		
6	Rescue operations and general Safety management		
7	Preparation of detail equipment specification		
8	Operation and maintenance of underground mining equipment		
9	Key personnel - on roll (in Coal Mining Venture only)	<....Nos....>	

NOTE: The bidder(s) should have on their roll adequate number of key personnel (at least 15 per mine to be finally selected including managerial, supervisory and workmen) each having in-field experience of not less than five years in the aforesaid areas. Necessary supportive documents are to be furnished in this regard.

d) **Additional Experience (of at least 5 years) of the Key Personnel in opencast (OC) coal mining (in case of the bidder proposes to operate the salvaged mine by opencast mining methods):**

Sl. No.	Area of Experience	Name & designation	No. of years of Experience in UG Coal Mining Ventures
1	Technical assessment of the status of abandoned / derelict underground (UG) coal mines to be mined by OC methods, and Planning & Scheduling of operations		
2	Salvaging and operation of abandoned/ derelict UG coal mines by OC mining methods		
3	Opencast Mine survey		
4	OC mining operations in hazardous conditions, water logged UG workings, dealing with active UG mine fire		
5	Preparation of detail equipment specification for OC mining		
6	Operation and maintenance of OC mining equipment		

NOTE: The bidder(s) should have on their roll adequate number of key personnel (including managerial, supervisory and workmen) each having in-field experience of not less than five years in the aforesaid areas. Necessary supportive documents are to be furnished in this regard.

e) **Information on On-going Projects: (in Coal Mining Venture only as on the date of this bid):**

Sl. No.	Name of the mine	Location of mine	Project start date	Expected completion of the project
1				
2				

NOTE: Supportive documents/ certificates - to be attached.

f) Details of experience for similar nature and complexity of work in last 7 (seven) years :

1.	Number of contract:
	Name of contract:
2	Name & address of the employer:
3.	Name & address of the mine / project: Capacity of UG mine (in Mty) :
4	Nature / description of work performed and special features if any:
5	Contract role (tick one) 1. Sole bidder 2. Member in Consortium 3 Member in Joint venture company
6	Value of the total contract:
7	Date of award:
8	Date of completion with original schedule and slippage, if any:
9	Type of 'Mass Production Technology package' deployed, if any:

NOTE: Separate sheet to be used for each contract - performance certificates from concerned customer to be attached.

g) Sub-contractors/ Consultants and firms proposed to be involved, if need be:

Section of work	Approx. value of sub-contract	Sub-contractor (name & address)	Experience in similar works

NOTE: Performance credentials of sub-contractor(s) including Bio-data of key personnel - to be attached. However, before deployment, such sub-contractors/ consultants/ firms should have approval of the JV Company, so formed.

h) Information on Bid Capacity (Works for which bids have been submitted and work which are yet to be completed) as on the date of this bid:

- Total value of work executed in last five years (year-wise)
- Details of existing commitments and ongoing works
- Details of Works for which bids already submitted

i) Details of P & M to be used for the work

SN.	Equipment - type & capacity	Make & model	Number
1			
2			

NOTE: Detailed specification of all the P&M is to be included with the Technical offer (Sample lists of the same are given in Annexure I, II, III, IV & V of Chapter-8 of this document.)

- j) Details of mine development/construction equipments to be used for re-opening/ salvaging/ rehabilitation of the project in the form given below:

SN.	Equipment - type and capacity	Make and model	Number
1			
2			

- k) Details of mine development/ construction equipments to be used for mine in post-salvaging operations:

SN.	Equipment - type & capacity	Make & model	Number
1			
2			

V. OTHERS

- a) Details of Bid security / EMD

Deposit of Earnest Money by:

Bank Draft / Certified cheques Details	Bank Guarantee (BG) Details
Draft/ cheque No.:	Name of the Bank:
Drawn on:	Amount of BG:
Amount:	Bank Guarantee valid up to :

- b) List of transport available for personnel, construction, plant, stores and machinery (to be attached)
- c) Details of the plant and maintenance facilities with the full details of laboratory personnel, workshop personnel including fitters, mechanics, machinists etc. (to be attached)
- d) Details of registration/ enlistment with Government organizations/ PSUs / Subsidiaries of Coal India Limited (CIL) (documentary proof to be attached).
- e) Certificate of registration as per statutory requirements under Sales Tax, Contract Labour Laws etc. as may be applicable (to be attached).

Signature of the Bidder / Member: _____

NOTE: 1. Separate sheets may be attached to furnish details, if necessary.

2. In case of Consortium or Joint Venture (JV) Company, separate information for each member should be submitted.

3. Documentary evidence of qualifications of the bidder (as per qualification criteria) is to be submitted.
4. In case of consortium as a bidder, the lead member of the consortium will be the signatory on the contract only provided other members of the consortium legally authorize the lead member in writing to do so.

SECTION : 3

FORMAT FOR AFFIDAVIT

(Non-Judicial Stamp Paper)

AFFIDAVIT

I, <.....>, Partner/ Legal Attorney/ Accredited Representative of M/s
<.....>, solemnly declare that:

1. We are submitting Bid for the work <.....> against
Tender Notice No. <.....> dated <.....>.
2. None of the Partners of our firm is relative of employee of <.....> (Name of the CIL
subsidiary company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this
Bid is complete, correct and true.
4. All documents / credentials submitted along with this Bid are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at any time, department may cancel
my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all
dues including Earnest Money and banning/ de-listing of our firm and all partners of the firm etc.

Signature of the Bidder_____

Dated.....

Seal of Notary

4. CONDITIONS OF CONTRACT

A. GENERAL TERMS AND CONDITIONS OF CONTRACT

4.1 DEFINITIONS & ABBREVIATIONS

4.1.1 DEFINITIONS

- i. The word **"Company"** or **"Owner"** or **"<.....Ltd.>"** wherever occurs in the document, means the BHARAT COKING COAL Limited, represented at headquarters of the company by the (Chief) General Manager <.....> or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word **"Engineer"** or **"Engineer in-charge"** or **"Designated Officer-in-charge"** wherever occurs, means the authorized representative or any other officer specially deputed by the company for the purpose of the Contract. The representative / officer will be responsible for supervising and administering the contract, certifying payment due to the JV Company so formed, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person or any other competent person and notify to the Successful Bidder, on being selected as a JV partner, who is directly responsible for supervising the work being executed at the site, on his behalf under the delegation of powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the JV Company. Engineer or Engineer-in-charge will work on the behalf of the concerned Director (Technical) of BCCL, but the final decision will lie only upon the concerned Director (Technical) being the owner of the proposed abandoned/derelict mine.
- iii. The word **"Successful Bidder"** wherever occurs means the person(s) / firm / consortium / joint venture company whose bid to perform the contract has been accepted by the Company, who has/have deposited the necessary Earnest Money/ Security Deposit and has/have been given written intimation about the acceptance of tender by the Company and has/have signed the 'Back-up Agreement' and the 'JV agreement' with the Company and shall include legal representative of such individual or persons composing a firm or a

company or the successors and permitted assignees of such individual, firm or company, as the case may be.

- iv. "The **Mine or Site**" shall mean the abandoned / derelict underground coal mine including land, any building, construction and infrastructure thereon allotted by the company for successful bidder's/ JV Company's use in the performance of the contract.
- v. The term "**Sub-contractor**", means any person to whom execution of any part of the work including supply of any equipment, is sub-contracted directly or indirectly by the JV Company, and includes its legal successors or permitted assigns.
- vi. "**Consulting Engineer**"/"**Consultant**" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. '**Accepting Authority**' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- viii. A '**Day**' shall mean a day of 24 (twenty four) hours from midnight to midnight.
- ix. The '**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, billing schedule/ schedule of quantities with rates and amounts.
- x. The '**work**' or '**works**' shall mean re-opening, salvaging and operating the abandoned / derelict underground coal mine with high emphasis on safety of personnel and the property, including surface structures belonging to third parties. Work includes salvaging, rehabilitation, additional exploration (if required); planning; construction of all infrastructures in underground as well as on the surface; development and exploitation of residual coal reserves available in the abandoned or derelict underground mine. The '**work**' or '**works**' shall mean and include furnishing of equipment, labour and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which

- in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi. **"Specification"** shall mean the technical specifications of the equipments and such other schedules and drawings as may be required to execute the contract.
 - xii. **"Contract price"** shall mean the algebraic sum of the operational service charges (to be paid by the Company to the JV Company so formed in INR for metric tonnes of coal produced during the contract period) for which tender is accepted by the Company for the entire scope of the work.
 - xiii. **'Written Notice'** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the successful bidder/ company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
 - xiv. **"Letter of Acceptance"** of the tender shall mean the official notice issued by the company notifying the successful bidder that his tender has been accepted.
 - xv. **"Date of Contract"** shall mean the date on which both the parties (i.e. the Owner and the Successful bidder, on being selected as a JV partner) have signed the JV Agreement for the work, or 90th day from the issue of the 'Letter of Acceptance' whichever is earlier.
 - xvi. **"JV Company's Works"** shall mean the place of work used by the Successful Bidder (on being selected as a JV partner), the JV Company so formed, their collaborators or sub-contractors for the performance of the works.
 - xvii. **"Inspector"** shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipments, stores or works under the contract and/or the duly authorized representative of the owner.
 - xviii. When the words **"Approved"**, **"Subject to Approval"**, **"Satisfactory"**, **"Equal to"**, **"Proper"**, **"Requested"**, **"As directed"**, **"Where directed"**, **"When directed"**, **"Determined by"**, **"Accepted"**, **"Permitted"** or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/ Engineer/ Engineer-in-charge.

- xix. **"Start-up time"** shall mean the time period required to bring the mine system covered under the Contract from the derelict/ abandoned condition to the state ready for production of coal. The start-up time shall include time required for reopening, salvaging, rehabilitation, construction of infrastructure and development of the mine and its supporting sub-systems.
- xx. **"Drawings"/ "Plans"** shall mean all:
- a) drawings furnished by the owner/consultant as a basis for proposals,
 - b) supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
 - c) drawings submitted by the JV Company or the Successful Bidder, on being selected as a JV partner, with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - d) drawings furnished by the Owner/Consultant to the JV Company or Successful Bidder, on being selected as a JV partner, during the progress of the work, if any, and
 - e) Engineering data and drawings submitted by the JV Company or the Successful Bidder, on being selected as a JV partner, during the progress of the work provided such drawings are acceptable to the Engineer.
- xxi. **"Codes"** shall mean the following, including the latest amendments and/or replacements, if any:
- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - 1. ASME Test codes
 - 2. AIEE Test codes
 - 3. American Society of Materials Testing Codes
 - 4. Indian Electricity Act and Rules and Regulations made there under
 - 5. Indian Explosive Act and Rules and Regulations made there under
 - 6. Indian Petroleum Act and Rules and Regulations made there under
 - 7. Indian Mines Act and Rules and Regulations made there under.

- (c) Any other laws, rules, regulations and acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- xxii. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxiii. Words importing "**Person**" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxiv. "**Commissioning**" the mine/ plant/ project/ equipment shall mean complete installation of the system in all respects and ready for commercial production.
- xxv. "**Government Approval**" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approval from and filling with government instrumentalities necessary for preparing mining plan, detailed project report, EMP, mine closure plan etc, reopening, salvaging, rehabilitating, developing, constructing and/or operating the derelict/ abandoned underground coal mine /project.
- xxvi. "**Month**" shall mean a calendar month according to the Gregorian calendar.
- xxvii. "**Bank Guarantee**" shall mean the Bank Guarantee (BG) to be provided by the Bidder or Successful Bidder (on being selected as a JV partner) to the Owner.
- xxviii. "**Contract Value**" shall mean the total present value of operational service charges (in INR) to be paid by the Company to the JV Company so formed for producing coal of such quantity & quality as guaranteed by the Successful Bidder, on being selected as a JV partner, during entire life of the mine or twenty five (25) years which ever is shorter. Present value of the charges will be calculated at a discount rate enumerated in Enclosure-1 of Chapter-2 of this Bid Document.
- xxix. The word "**Joint Venture Company**" or "**JV Company**" or "**JVC**" whenever occurs in the document, unless otherwise defined, means the Joint Venture (JV) Company to be formed and registered under Company's Act 1956 between the selected party (or the Successful Bidder), on being selected as a JV partner for a particular mine(s), and the BHARAT COKING COAL Limited under the terms and conditions specified in the JV Agreement.
- xxx. The word "**Joint Venture Partner**" or "**JV Partner**" or "**JVP**" whenever occurs in the document, unless otherwise defined, means the partner of JV Company so formed and

- includes the party/ bidder selected through the present bidding procedure (herein after termed as 'Successful Bidder') who has signed the JV Agreement and formed the JV Company with the BHARAT COKING COAL Limited.
- xxxi. The word **"Joint Venture Agreement"** or **"JV Agreement"** or **"JVA"** whenever occurs in the document, unless otherwise defined, means the Agreement signed between the selected party (or the Successful Bidder), on being selected as a JV partner for a particular mine(s), and the BHARAT COKING COAL Limited with an intention to form and register a JV Company under Company's Act 1956.
- xxxii. **'Most competitive bidder'**, called **"L1 Bidder"** hereafter, is the bidder who, in addition to fulfilling the qualification criteria & viable technical scheme, offers the annual guaranteed production of coal with operational service charges per tonne in a way that the LRMC (Long-Range Marginal Cost) of the proposed project is least amongst the bidders. It should be understood that the Company is not bound to accept the bid of the L1 or any bid.
- xxxiii. **"Operational Service Charges"** shall mean the charges (payable in INR) per tonne of coal produced during the contract period to be paid by the Company to the JV Company so formed.
- xxxiv. **"Scope of Work"** means the work specified in Chapter-7 of this Bid Document, and includes reopening, salvaging, rehabilitation, additional exploration (if required) and all works for completing these items of work; preparation of detailed project report, EMP & mine closure plans; construction of all infrastructures both on surface and underground; development and exploitation of residual coal reserves available in the abandoned or derelict underground mine with due consideration to safety of the personnel & properties and conservation of coal, to be carried out by the Successful Bidder (as a JV partner of the JV Company so formed) on behalf of the JV Company, under the Contract.
- xxxv. **"Mass production technology"** means technology with coal production system, which is continuous in nature and without deploying drilling and blasting as a major means of getting coal, including use of Continuous Miner (CM) and Powered Support Longwall (PSLW) is defined as mass production technology. However in case of seams with average thickness more than 6 meters, any proven suitable technology with drilling and blasting will be included in Mass production technology for this bid.

- xxxvi. **"Mass production Technology package"** means equipment, machinery and things of all kinds to be supplied by the Successful Bidder (as a JV partner) or the JV Company (so formed) under the Contract specifically for extraction of coal of required quantity from the mine.
- xxxvii. **"Commercial Production Period"** or "Production Period" means coal production period after completion of reopening, salvaging, rehabilitation and development activities, starting from the date of commencement of this period upto the end of life of the mine inclusive of the time taken in shifting of Mass production technology package (if any) from one panel/seam to another.
- xxxviii. **'Conservation of energy'** means conservation of coal to its maximum possible extent.
- xxxix. **"Life of the mine"** or **"Mine Life"** means the time period from date of commencement of the activities regarding reopening, salvaging, rehabilitation, development and operation of the abandoned/ derelict underground coal mine till the exhaustion of balance reserve of coal in the mine leasehold.
- xl. **"Production Year"** shall mean 5490 production hours spread over one calendar year having normally 305 working days starting from the first day of the succeeding month immediately following commissioning of the mine/ plant/ project/ equipment and the date of commencement of 'production period'. In case of stoppages for which Company is responsible, working on Sundays 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 18 hours 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. No additional hours will be permitted for any such stoppage on a Sunday or a public holiday. First Production Year therefore shall last for 305 working days from commencement plus any extensions as provided in this sub clause. Each of the subsequent Production Years shall commence on the expiry of the previous Production Year and shall last for 305 working days plus any extension as provided in this sub-clause. Where accumulated hours could not be covered by working on Sundays and holidays as mentioned above, the production year shall be

- extended (week-days and Sundays) to reduce the accumulated hours as quickly as practicable before the commencement of the next Production Year.
- xli. **"Mine construction period"** is the time period from the starting of the contract till the starting of commercial production period which includes time required for reopening, salvaging, rehabilitation and construction of abandoned/ derelict coal mine.
 - xlii. **"DGMS"** means Directorate General of Mines Safety, the Indian Government Regulatory agency for safety in mines and oil-fields.
 - xliii. **"Prevalent Selling Price"** or **"Prevalent Notified Price"** of coal means the applicable selling price of coal (both coking & non-coking) of respective grade as notified by the Company for the respective CIL Subsidiary Company (vide Price Notification *No. CIL:S&M:GM(F):Pricing:1181 dated 15.10.2009* and subsequent price revision which ever is prevalent) and published in its official web-site www.coalindia.nic.in. In case of coking coal, the notified price up-rated by specified add-ons (as may be applicable for the concerned CIL Subsidiary Company vide aforesaid price notification) will be considered. The term **"Market Price"** appearing anywhere in the bid document should be read as **"Prevalent Notified Price"**.
 - xliv. **"Review Committee"** means a committee formed by the Owner headed by a Director (Technical) of the Company for reviewing the performance of the JV Company so formed and/or the Successful Bidder as a JV partner, under the Contract. The Committee will also include the Engineer-in-Charge and the authorized representatives of the owner, the so-formed JV Company and the Successful Bidder (as a JV Partner).
 - xliv. **'Unforeseen situation'** means situation not under the control of the owner/ bidder arisen due to natural calamities, statutory and socio-political reasons.
 - xli. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Indian Sale of Goods Act, and failing that in the General Clauses Act.

4.1.2 ABBREVIATIONS

Abbreviation	Meaning	Abbreviation	Meaning
AIEE	American Institute of Electrical Engineers	GTC	General Terms and Conditions
ASME	American Society of Mechanical Engineers	INR	Indian National Rupees
BARC	Bhabha Atomic Research Centre	ITB	Instruction to Bidders
BCCL	Bharat Coking Coal Limited	JV	Joint Venture
BG	Bank Guarantee	LD	Liquidated Damages
BIS	Bureau of Indian Standards	LoA	Letter of Acceptance
BPE	Bureau of Public Enterprises	MCB	Most Competitive Bidder
CCL	Central Coalfields Limited	MoC/ MOC	Ministry of Coal
CHP	Coal Handling Plant	MoU/ MOU	Memorandum of Understanding
CIL	Coal India Limited	Mty	Million metric tonne per year
CMPF	Coal Mines Provident Fund	NCWA	National Coal Wage Agreement
DD	Demand Draft	NIT	Notice Inviting Tender
DGMS	Directorate General of Mines Safety	NPV	Net Present Value
DPR	Detailed Project Report	PERT	Program Evaluation & Review Technique
ECL	Eastern Coalfields Limited	R & R	Rehabilitation and Resettlement
EMD	Earnest Money Deposit	RBI	Reserve Bank of India
EMP	Environmental Management Plan	TPD	Tonnes per day
FDR	Fixed Deposit Receipt	USD	US Dollar

4.2 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i) Tender Notice
- ii) Instructions to Bidders including Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the bid document issued to the bidder and/or the Bid submitted by the bidder.
- iii) Forms of Bid and Qualification Information
- iv) Conditions of contract, including general terms and conditions, additional terms and conditions, and special conditions (if any) etc. forming part of the Contracts / Agreements
- v) Conceptual Scheme submitted along with the Bid and accepted by the Company
- vi) Scope of works, Time schedule and Form of price bid

- vii) Mine profile inclusive of Tender Drawings and Plans and Finalized work programme,
 - viii) Any other relevant documents
 - 1 Proforma for Bank Guarantees for Bid security & Performance security, Integrity Pack, and Proforma for "Back-up Agreement" and "Reopening, Salvaging, Rehabilitation, Operation & Coal Supply Agreement",
 - 2 Proforma for Undertaking, and Annexure.
- 4.2.1 After acceptance of bid, within 30 (thirty) days from the date of issue of 'Letter of Acceptance' of tender, the selected bidder or the party so selected for a particular mine(s), will sign an Agreement (to be called as "Back-up Agreement") with BCCL. that the bidder will agree to reopen, salvage, rehabilitate, develop and operate the proposed abandoned/ derelict mine and supply coal as per the terms and conditions of the bid document, and will sign a JV Agreement with BCCL inline with the terms and conditions of the bid document, form a registered JV Company (under Company's Act 1956) with BCCL, and on formation of the JV Company, the JV Company so formed will agree to supply coal as per the terms and conditions of the bid document. The agreement is to be signed in Proforma as given in of Chapter-8 of this document. On signing this Back-up Agreement, the selected bidder or party will be termed as the "Successful Bidder". The bidder will sign the Integrity Pact as per format given in Chapter-8 along with the Agreement.
- 4.2.2 The Successful Bidder, on being selected as a JV partner, shall enter into a JV Agreement with the Owner within 60 (sixty) days from the date of signing the 'Back-up Agreement' or within such extended time as may be granted by the owner. The 'Back-up Agreement' will be included as part of the JV Agreement. If the successful bidder is a consortium, the JV agreement should be signed jointly by each member of consortium.
- 4.2.3 The Performance Security for the proper fulfillment of the contract shall be furnished by the Successful Bidder in the prescribed form within 30 (thirty) days of 'letter of acceptance of tender' while executing the 'Back-up Agreement'. The Performance Security shall be as per terms prescribed in clause 2.31 of Chapter-2 of this bid document.
- 4.2.4 The owner, after the issue of the 'Letter of Acceptance' of tender, will send one copy of the JV agreement to the Successful Bidder, on being selected as a JV partner, for his scrutiny and approval.

- 4.2.5 The JV Agreement, unless otherwise agreed to, shall be signed within 90 (ninety) days of the issue of the 'Letter of Acceptance' of tender, at the office of the owner on a date and time to be mutually agreed. The Successful bidder, on being selected as a JV partner, shall provide for signing of the JV Agreement, appropriate power of attorney and other requisite materials. The JV Agreement may be signed beyond the stipulated time if mutually agreed by both the parties.
- 4.2.6 The JV Agreement will be signed in six (6) originals and the Successful Bidder, on being selected as a JV partner, shall be provided with one (1) signed original and the rest will be retained by the owner. None of these documents shall be used by the Successful Bidder, on being selected as a JV partner, for any purpose other than this JV Agreement and the Successful Bidder, on being selected as a JV partner, shall ensure that all persons employed for this JV Agreement strictly adhere to this and maintain secrecy, as required of such documents.
- 4.2.7 Based on the JV Agreement, a JV Company will be formed and registered under Company's Act 1956 between the Successful Bidder, on being selected as a JV partner, and CIL/BCCL within 60 (sixty) days from the date of signing the JV Agreement (or within such extended time as may be granted by the owner) on a date and time to be mutually agreed.
- 4.2.8 Within 15 (fifteen) days from the date of formation of the JV Company, the JV Company will execute "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" (called as "The Contract Agreement") with CIL/BCCL in the same terms and conditions of this bid document. The Successful Bidder in capacity of a JV Partner of the so formed JV Company would have no protest or demur for fulfilling the Agreement. The contract is to be executed in Proforma as given in of Chapter-8 of this document. The JV Company has to sign Integrity Pact as per format given in Chapter-8 along with the agreement.
- 4.2.9 In case of consortium as a bidder, the lead member of the consortium will be the signatory to the respective contract(s)/ agreement(s) only provided other members of the consortium legally authorize the lead member in writing to do so. Otherwise, all the members of the consortium should be signatories to the respective contracts/ agreements.

- 4.2.10 The Contract Agreement will be signed in six (6) originals and the JV Company shall be provided with one (1) signed original and the rest will be retained by the owner. None of these documents shall be used by the JV Company or Successful Bidder, as a JV partner, for any purpose other than this Contract Agreement and the JV Company or Successful Bidder, as a JV partner, shall ensure that all persons employed for this Contract Agreement strictly adhere to this and maintain secrecy, as required of such documents.
- 4.2.11 Subsequent to signing of the contract agreement, the JV Company so formed, at its own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
- 4.2.12 The contract shall be considered as having come into force from the date of signing the JV agreement or 90th day from the issue of the 'Letter of Acceptance' whichever is earlier. The "Back-up Agreement" will cease to exist from the date of signing the "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" (called as "The Contract Agreement"). However, the 'Back-up Agreement' will form a part of the JV Agreement.
- 4.2.13 The laws applicable to this contract shall be the laws in force in India. The Court of Dhanbad shall have exclusive jurisdiction in all matters arising under this contract.

4.3 CONTRACT PERFORMANCE SECURITY DEPOSIT

- 4.3.1 **Performance Security** is the guarantee kept with the Company during the contract period and is intended to secure the entire Contract. Performance Security shall be submitted by the Successful Bidder (on being selected as a JV partner) before signing of the 'Back-up Agreement' and bear no interest.
- 4.3.2 Performance Security of 10,000,000 INR (Rupees ten million only) or <.....> USD (US Dollars thousand only) or <.....> Euro (Euro thousand only) should be furnished by the selected bidder (on being selected as a JV partner) within a period of 30 (thirty) days from the date of issue of the "letter of acceptance" and before executing the Back-up Agreement in any of the form given below after which bid security / earnest money will be refunded to the successful bidder:
- A Bank Guarantee (BG) in the form given in the bid document (refer Chapter-8);
 - Govt. Securities, FDR or any other form of deposit acceptable to the owner;

- Demand Draft drawn in favour of BHARAT COKING COAL Ltd. on any Scheduled Bank payable at its Branch at Dhanbad/KOLKATA.

(NOTE: The bill purchasing rate declared by the State Bank of India prevalent at the time of floating of tender will be considered for calculating the equivalent amount of earnest money in USD or Euro currency.)

- 4.3.3 If Performance Security is provided by the successful bidder in the form of bank guarantee, it shall be issued either
- a) at Bidder's option by a Nationalized/ Scheduled Indian Bank, or
 - b) by a foreign bank located in India and acceptable to the Company.

Bank Guarantee is to be submitted in the format prescribed by the Company in Chapter-8 of the bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalized Bank/Scheduled Bank.

- 4.3.4 Bank Guarantee shall be valid upto ninety (90) days after the end of the first 5 (five) year of commercial production period as per the production schedule (quoted/agreed by the Successful Bidder, as a JV Partner) or the revised production schedule as the case may be.

- 4.3.5 The Performance Security amount shall be payable to the Company without any condition whatsoever.

- 4.3.6 The Performance Security shall cover additionally the following guarantees to the Company:

- a. The successful bidder (on being selected as a JV partner) guarantees the successful and satisfactory operation of the P&M furnished and installed under the contract, as per the specifications quoted and documented.
- b. The successful bidder (on being selected as a JV partner) further guarantees that the equipment provided and installed by him shall be new, not refurbished, free from all defects in design, material and workmanship.
- c. The successful bidder (on being selected as a JV partner) further guarantees timely completion of the activities (scheduled as per the construction schedule quoted by the

Successful Bidder on being selected as a JV Partner) leading to starting of the commercial production period without any delay whatsoever.

[NOTE: As the successful bidder is to carry out all the activities on behalf of the JV Company, the responsibility of adhering to activity schedule will be bestowed upon the bidder only.]

- 4.3.7 The Company shall be at liberty to deduct/ appropriate from the Performance Security Deposit such sums as are due and payable by the Successful Bidder to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit shall have to be restored by Successful Bidder subsequently.
- 4.3.8 The performance security will be returned to the successful bidder without any interest provided the following conditions are fulfilled:
 - a. 20% of performance security will be returned to the Successful Bidder without any interest at the end of a particular year during the first 5 (five) years of commercial production period provided the so-formed JV Company achieves 100% of the guaranteed production (as per production schedule quoted/ agreed by the Successful Bidder on being selected as a JV partner) of that particular year.
 - b. Full performance security, or the remaining part of the performance security (after returning the part of performance security based on year-wise performance) will be returned to the Successful Bidder without any interest at the end of the first 5 (five) year of commercial production period provided the so-formed JV Company achieves at least 80% of the sum of first five years' guaranteed coal production (as quoted/agreed by the Successful Bidder on being selected as a JV Partner).
- 4.3.9 The Performance Security will be forfeited if the so-formed JV Company fails to
 - a. adhere to the activity schedule (as per the construction schedule quoted by the Successful Bidder on being selected as a JV Partner) for the activities leading to starting of the commercial production period (due to any reason whatsoever for which owner is not responsible) and delay in any such activity exceeding a period of 1 (one) year, and/or

- b. achieve at least 80% of the sum of first five years' guaranteed coal production (as per the production schedule quoted by the Successful Bidder on being selected as a JV Partner) of the commercial production period (due to any reason whatsoever for which owner is not responsible).

4.4 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 4.4.1 The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* may, after informing the Engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, minor detail or any part of the plant for which makes are identified in the contract. Supplies of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the Engineer. The experience list of the equipment vendors under consideration by the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)*, for this contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such assignment sub-letting shall not relieve *the Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void. Approvals required for subletting, inspection and testing will be given by the Engineer within 7 days of the request made for the above. In case of delay/ dispute in giving approval, the successful bidder (as a JV Partner) can take the issue to the Director (Technical) of BCCL for the purpose.

4.5 PATENT RIGHTS AND ROYALTIES

- 4.5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the quoted operational service charges. The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner

indemnified in that regard. The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and in case of an award of damages, the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expenses of the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)*, who shall also satisfy/comply any decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* and specified under these specifications. Final payment to the *JV Company* by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any other matter thereof furnished by the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* is in such suit or proceedings held to constitute infringement, and its use is enjoined, the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

4.6 TIME – THE ESSENCE OF CONTRACT

- 4.6.1 Time schedule shall be given with the conceptual scheme submitted with the bid and this scheme after approval by the Company, shall be incorporated in the Contract Agreement and the DPR. The time for completion of the works as stipulated in the proposal furnished by the *Successful Bidder (on being selected as a JV partner)* i.e. in the scheme submitted with the bid and accepted by the owner without or with modifications, if any and so incorporated in the award letter and DPR later on shall be deemed to be the essence of

- the contract. The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 4.6.2 The Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company) shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works, such as reopening, salvaging, rehabilitation and development of mine; construction of infrastructure for underground as well as surface facilities; supply, installation and commissioning of major equipments; extraction of coal seams etc. This network shall be included in the Contract Agreement and the DPR.
- 4.6.3 The PERT network in the conceptual scheme and later in the DPR shall be reviewed and periodic review reports shall be submitted by the Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company) as directed by the Engineer.
- 4.6.4 Inordinate delays in completion of activities as given in the agreed scheme or in DPR as applicable may result in termination of the contract and encashment of Bank guarantees without prejudice to any other remedies available in the contract or under the law available to the company.
- 4.7 CONTRACT PRICE**
- 4.7.1 The sum of the operational service charges (to be paid by the Company to the JV Company in INR for metric tonnes of coal produced during the contract period) quoted by the Successful Bidder (on being selected as a JV Partner) in his bid and agreed in the Contract Agreement for the entire scope of the work, shall be treated as the contract price.
- 4.8 DEDUCTIONS FROM CONTRACT PRICE**
- 4.8.1 All costs, damages or expenses which the owner may have paid, for which under the contract the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* is liable, will be claimed by the owner. All

such claims shall be billed by the owner to the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* to properly identify such claims. Such claims shall be paid by the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* within fifteen (15) days of the receipt of the corresponding bills and if not paid by the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the JV Company under the contract or may be recovered by actions of law or otherwise, if the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* fails to satisfy the owner of such claims.

4.9 CONTRACT PRICE ADJUSTMENT

- 4.9.1 Agreed rate (i.e. operational service charge) for the 1st Year of the commercial production period shall be firm. All adjustments in the contract price (or operational service charge) shall be computed in accordance with the conditions prescribed in Clause 4.38 and further satisfying the requirements specified herein.
- 4.9.2 The contract price stated in the contract agreement is the base price. 20% percentage of the base price shall not be subject to any price adjustment. The balance 80% percentage shall only be subject to price adjustment.
- 4.9.3 The computed variation in the contract price (or, operational service charge) shall be restricted to a limit as specified in Clause 4.38 of this Chapter.

4.10 INSURANCE

- 4.10.1 The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall arrange, secure and maintain insurance as

may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* with the condition that payments against all claims shall be payable by insurers to the JV Company as elaborated at clause 4.10.5. All premiums and other charges of the said insurance policies shall be paid by the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)*. The form and the limit of such insurance, together with the under-writer thereof in each case should be acceptable to the owner. However irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* alone. The *Successful Bidder's (and later, the JV Company's)* failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.10.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, shall be to the account of the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)*. The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and /or replacement of the portion of the works damaged or lost. The *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The *Successful Bidder (and later on formation of the proposed JV Company, the JV Company)* shall also inform the owner in writing at least sixty (60) days in advance regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/ renewal, etc. as may be necessary well in time.

4.10.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions,

accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the works from time to time.

- 4.10.4 All costs on account of insurance liabilities covered under the contract will be on account of the Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company) and will be included in contract price. The amount of insurance shall be separately indicated.
- 4.10.5 All insurance claims, payable by the insurers, shall be paid to the JV Company for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.
- 4.10.6 In addition to the insurance covered above, the following provisions will also apply to the portion of the works to be done beyond the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company)'s own or his sub-contractor's works.

4.10.6.1 Workmen's compensation insurance

This insurance shall protect the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) against claims for injury, disability, disease or death of his or his sub-contractor's employees, which for any reasons are not covered under the Workmen Compensation Act, 1948. The liabilities shall not be less than

- Workmen's compensation - As per statutory provisions
- Successful Bidder's or JV Company's liability - As per statutory provisions

4.10.6.2 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) against all claims for injuries, disability, disease and death to members of public including the owner's men/ personnel and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such

vehicles.

4.10.6.3 Comprehensive General Liability Insurance

This insurance shall protect the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) arising out of the clause entitled defence of suits under "General Terms and Conditions of contract".

The hazards to be covered will pertain to all the works which and areas where the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), his sub-contractor's, his agents and his employees have to perform work pursuant to the contract.

4.10.6.4 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

4.11 LIABILITY FOR ACCIDENTS AND DAMAGES

4.11.1 The Company will not be responsible for any accident during work to any workman / staff or any one who is assigned job by the Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company).

4.11.2 Under the contract, the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall be responsible for loss or damage to the development works, plants, equipments etc. during entire Contract period.

4.12 SUCCESSFUL BIDDER'S (ON BEING SELECTED AS A JV PARTNER, AND LATER ON FORMATION OF JV COMPANY, THE JV COMPANY'S) DEFAULT

4.12.1 If the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* to make good the failure, neglect or contravention complained of. Should the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all equipment of *JV Company* that may have been at the time on the site in connection with the works without being responsible to the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* for fair wear and tear thereof and to the exclusion of any right of the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the *JV Company*, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the *JV Company, the Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* shall pay such excess.

4.12.2 The termination of the contract under this clause shall not entitle the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the*

JV Company) to reduce the value of the performance bank guarantee nor the time thereof. The value and the validity of the Performance Security will remain in accordance with Clause 4.3 hereof.

- 4.12.3 If the *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)* fails to complete the work and the order is cancelled, the amount due to *the JV Company* on account of work executed by *Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company)*, if payable, shall be paid to *the JV Company* only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

4.13 FORCE MAJEURE

- 4.13.1 Force majeure is herein defined as any cause which is beyond the control of the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics.
2. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot insurrection, civil commotion, priorities, quarantines, act of terrorism or sabotage, in each case occurring inside or indirectly involving India.
3. Strikes, lockouts or other difficulties, which are politically motivated (rather than motivated primarily by a desire to improve compensation or working conditions of those involved) or are caused in whole or part by another event of Political Force Majeure or are part of a nationwide or regional strike, or other generalized labour action occurring within India; (excluding such events which are Site specific and attributable to the Successful Bidder/ JV Company);

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 4.13.2 a) The *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay, lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- b) For delays arising out of Force Majeure, the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay any extra cost (like increase in rates, remobilization advance, idle charges for labour and machinery etc.). Provided it is mutually established that the Force Majeure conditions did actually exist.
- c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- 4.13.3 The *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* or the owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after *JV Company/ Successful bidder's* performance of his obligations has been delayed for other causes.

4.14 DELAY BY OWNER OR HIS AUTHORISED AGENT

- 4.14.1 In case the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* shall be given due extension of time for the completion of the works, to the

extent such omission on the part of the owner has caused delay in the *Successful bidder / JV Company's* performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer / Review Committee/ Director (Technical) of the concerned CIL Subsidiary Company as the case may be shall be final.

- 4.14.2 Any delay in finalization of mutual agreement in regard to any of the JV Company's claim/ compensation against any act of omission on the part of the owners or his authorized agents should not result in any work stoppage/further delay on the part of the *Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company.*

4.15 EXTENSION OF DATE OF COMPLETION FOR REOPENING SALVAGING AND REHABILITATION OF ABANDONED / DERELICT UNDERGROUND COAL MINE, AND ITS POST-SALVAGE DEVELOPMENT, CONSTRUCTION & OPERATION

- 4.15.1 On happening of any events causing delay as stated hereinafter, the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) shall intimate immediately in writing the Engineer:

- a) due to delay on account of the owner in handing over the site & required land
- b) due to any reasons defined as Force Majeure,
- c) of non-availability of stores which are the responsibility of the owner to supply,
- d) of non-availability or breakdown of tools and plant to be made available or made available by the owner,
- e) delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work,
- f) of non-availability of working drawings / work programme in time, which are to be made available by the owner during progress of the work, or
- g) any other causes for which owner is responsible.

- 4.15.2 A "Hindrance Register" shall be maintained by both the Company and the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* at site to record the various hindrances, as mentioned above encountered during the course of execution.

- 4.15.3 The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) in writing by the company through the Engineer-in-charge within 1 (one) month of the date of receipt of such request. The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.
- 4.15.4 When the period fixed for the completion of the *reopening, salvaging and rehabilitation of the proposed abandoned/ derelict underground coal mine and its post-salvage development, construction and operation prior to Commercial production period* is about to expire, the question of extension of the *time schedule of that activity* may be considered at the instance of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) or the Company or both. The extension will have to be bi-party's expressed agreement.
- 4.15.5 In case the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*). Such extension of time granted by the Engineer-in-charge is valid provided the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) accepts the same either expressly or implied by actions before and subsequent to the date of completion. Such

extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

4.16 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

4.16.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*)

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice, **OR**
- b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, **OR**
- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, **OR**
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company, **OR**
- e. shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering, **OR**
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may, by giving a written notice, cancel the whole contract or portion of it in default.

4.16.2 The owner shall in such an event give fifteen (15) days notice in writing to the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) of his decision to do so.

- 4.16.3 The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.
- 4.16.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) and/or to the surviving partners of the *Successful bidder / JV Company's* firm on account of the termination of the contract:
- a. If the *Successful Bidder* being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
 - b. In the case of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
 - c. If the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall suffer an execution being levied on his /their goods, estates and allow it to be continued for a period of 21 (twenty one) days.

- d. On the death of *Successful Bidder* being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- 4.16.5 If the *Successful Bidder* is an individual or a proprietary concern and the individual or the proprietor dies and if the *Successful bidder* is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal/representatives of the individual *successful bidder* or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased *successful bidder* and/or to the surviving partners of the *successful bidder's* firm on account of the cancellation of the contract.

The decision of the owner that the legal representative of the deceased *successful bidder* or surviving partners of the *successful bidder's* firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased *successful bidder* and/or the surviving partners of the estate of the deceased *successful bidder* and/or the surviving partners of the *successful bidder's* firm liable to damages for not completing the contract.

- 4.16.6 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:
- a. To take possession of the site and any materials, constructional plant, implements, stores etc. thereon.
 - b. To determine the amount to be recovered from the *Successful Bidder* (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the *Successful Bidder* (on being

selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) up to the time of termination/ cancellation less on account payments made till date and value of *Successful Bidder/JV Company's* materials, plant, equipment, etc. taken possession of after termination/ cancellation

- c. To recover the amount determined as above, if any, from any money due to the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) or any account or under any other contract and in the event of any shortfall, the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) as stated in 4.20.4(d).

- 4.16.7 **Suspension of work** – The owner shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) 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 the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), or for proper execution of the work for reasons other than any default on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), or on ground of safety of the work or part thereof, in the event of suspension for reason other than any default on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) as a result of such suspension of the works will be paid *to the JV Company* by the owner, provided such costs are

substantiated to the satisfaction of the Engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) or his sub-contractor.

The work shall be carried out with all due diligence on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*). In the event of termination or suspension of the contract, on account of default on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), as narrated herein before, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

- 4.16.8 **Foreclosure of contract in full or in part** – If at any date after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*). In the event of abandonment/ reduction in the scope of work, the company shall be liable
- a. To pay the *JV Company* at the contract rates full amount for works executed and measured at site up to the date of such abandonment/ reduction in the work.
 - b. To pay reasonable amount assessed and certified by the Engineer of the expenditure incurred, if any, by the *JV Company* on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour /staff quarters, office, etc.
 - c. To pay for the materials brought to site or to be delivered at site, which the *JV Company* is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion

the *JV Company* to retain the materials in full or part if so desired by him and to be transported by the *JV Company* from site to his place.

- d. To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/ reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the *JV Company*.
- e. To pay for the transportation of tools and plants of the *JV Company* from site to *JV Company's* place or to any other destination, whichever is less.

The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall, if required by the Engineer-in-charge, furnishes to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of clause 4.20.8(b), (c) and (e) above, the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), 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.

4.17 NO WAIVER OF RIGHTS

- 4.17.1 Neither the inspection by the owner or the Engineer or any of their officials, employees or agents nor any order by the owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

4.18 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF SUCCESSFUL BIDDER / JV COMPANY

4.18.1 No interim payment certificate of the Engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the owner against the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), or relieve the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the *JV Company* for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the *JV Company* against the owner.

4.19 GRAFTS AND COMMISSION ETC.

4.19.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) or his partner, agent, officers, director, employee or servant or any one of his or her or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any money otherwise due to the *JV Company* under the contract.

4.20 LANGUAGE AND MEASURES

- 4.20.1 All documents pertaining to the contract including specifications, drawings, schedules, notices, correspondence, operating and maintenance instructions, or any other writing shall be written in English language. The SI system of measurement shall be used exclusively in the contract.

4.21 RELEASE OF INFORMATION

- 4.21.1 The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

4.22 CONSTRUCTION OF THE CONTRACT

- 4.22.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a coal supply agreement executed in two phases. During the first phase i.e. 'reopening, salvaging, rehabilitation and development of mine and construction of associated infrastructure' period, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will plan, reopen, salvage, rehabilitate and construct the mine and all of its associated infrastructure such as shaft sinking, incline drivage, service buildings, stores, workshops, roads CHP etc and arrange for electricity, water, ventilation, transport, pumping etc. All deliverable P&M including winding engine and mass production technology package, if any, will be installed and commissioned by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company during this period. During the second phase i.e. coal production period, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will produce coal in accordance with the minimum guaranteed production at an assured quality given by him in the price bid. The Successful Bidder (on being selected as a JV Partner) on behalf of the

JV Company will pay the sales tax for the supply of equipment and materials in accordance with law.

4.22.2 The contract shall in all respects be construed and governed accordingly to Indian Laws.

4.23 COMPLETION OF CONTRACT

4.23.1 Unless otherwise terminated under the provisions of any other relevant clause or any other contract comes into force, this contract shall be deemed to have been completed at the end *of the contract period as provided for under the clause 1.1 of the Bid Document.*

4.24 ENFORCEMENT OF TERMS

4.24.1 The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

4.25 ENGINEER'S DECISION

4.25.1 In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)*, give in writing a decision thereon.

4.25.2 If in the opinion of the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)*, a decision made by the Engineer is not in accordance with the meaning and intent of the contract, the *Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company)* may file with the Review Committee constituted by the concerned Director (Technical) of the particular CIL/ Subsidiary Company, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an

objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

- 4.25.3 The Engineer's decision and the filing of the written objection with the Review Committee constituted by the Director (Technical) of the concerned CIL/ Subsidiary Company shall be a condition precedent to the right to any legal proceedings under clause 4.35. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

4.26 POWER TO VARY OR OMIT WORK

- 4.26.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) to make such variation without prejudice to the contract. The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he/she shall notify the Engineer thereof in writing and the Engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer confirm his instructions, *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*)'s obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

- 4.26.2 In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the JV Company.
- 4.26.3 In any case in which the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) has received instructions from the Engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) involve a claim for additional payments, the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 4.26.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) proceeds with the change.
- 4.26.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 4.26.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall carry out such variations and be bound by the same conditions, as

though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract. In case of any dispute in this regard, the successful bidder (on being selected as a JV Partner) can take the issue to the Review Committee constituted by the Director (Technical) of the concerned CIL/ Subsidiary Company for this purpose.

4.27 GUARANTEE

- 4.27.1 The *Successful Bidder* (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) shall warrant that the equipments / P&M will be in accordance with the specification given in the *conceptual scheme / DPR*. The P & M must be new, nor refurbished or overhauled and free from any defects in material and workmanship for the contract.

4.28 REPLACEMENT OF DEFECTIVE P & M, PARTS AND MATERIALS

- 4.28.1 As the essence of the contract is to get the minimum guaranteed production of coal from the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) on reopening and operating the derelict/ abandoned mine by using mine infrastructure existing and/or constructed by him, any expenditure incurred on account of operations, repair and maintenance of infrastructure including replacement of P&M, if required, will be borne by the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) for the whole contract period.
- 4.28.2 No separate payment on account of repair and maintenance of the mine and associated infrastructure and P&M will be admissible.
- 4.28.3 In case there is a need to replace, over-haul any deliverable P&M item due to normal operations or due to defective construction by the *Successful Bidder* (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) or due to defective/ underrated /inadequate equipment supplied by him, the *Successful Bidder* (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) is to arrange for the same at his all own cost. No payment on

account of replacement/ over-hauling of any of the equipment is admissible under the contract.

4.29 DEFENCE OF SUITS

- 4.29.1 If any action in court is brought against the owner or Engineer or an officer or agent of the owner for the failure or neglect on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*), his agents, representatives or his sub-contractors, workmen, suppliers or employees, the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall in all such cases indemnify and keep the owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

4.30 LIMITATIONS OF LIABILITIES

- 4.30.1 The final payment by the owner in pursuance of the contract shall mean the release of the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) from all his liabilities under the contract. Such final payment shall be made only at the end of the Contract period. All other payments made under the contract shall be treated as on account payments.

4.31 MARGINAL NOTES

- 4.31.1 The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

4.32 TAXES, PERMITS & LICENCES

4.32.1 The *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall be liable and pay all taxes, duties, levies, lawfully assessed against the owner or the *JV Company* in pursuance of the contract. In addition the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) shall be responsible for payment of all duties, levies and taxes lawfully assessed against the *Successful Bidder* (on being selected as a JV Partner, *and later on formation of the proposed JV Company, the JV Company*) for his personal income and property only. This clause shall be read in conjunction with clause 2.12.3 of Chapter-2 of this bid document.

4.33 LONG TERM AVAILABILITY OF SPARES

4.33.1 It will be Successful Bidder's (on being selected as a JV Partner) responsibility on behalf of the JV Company to provide spares during the entire contract period.

4.34 MEASUREMENT & PAYMENT

4.34.1 On reopening, salvaging, rehabilitating, developing and operating the proposed abandoned/ derelict underground coal mine, the Successful Bidder (on being selected as a JV Partner on behalf of the JV Company will have to supply coal of guaranteed quantity to the Company as per the production schedule quoted and agreed by the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) at a specific point on the surface at his cost. The location of the final destination of coal produced by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company at the surface for the proposed abandoned/ derelict mine will be at <.....>. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will make necessary arrangements to supply the coal produced during the contract period to specified destination.

4.34.2 Measurement of Coal:

4.34.2.1 Measurement of coal will be measured in metric tonnes. Net weight of coal will be derived from weighment readings of the belt weightometer(s) installed at CHP or any other

electronically operated road weighbridge(s) mutually agreed, in writing, between the owner and the JV Company so formed. The concerned belt weightometer(s) or the electronic road weighbridge(s) shall be calibrated as per the schedule specified by the manufacturer. Wherever possible, it would be cross checked by underground survey. In case discrepancy found in cross-checking by underground survey exceeds $\pm 5\%$, the same shall be brought to the notice of Engineer-in-Charge or his authorized representative and the lowest amongst the measured quantities of coal will be considered for payment.

4.34.2.2 Calibration of belt weightometer(s)/ electronic road weighbridge(s) and measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the authorized representative of the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company).

4.34.2.3 Before taking up calibration of weightometer(s)/ weighbridge(s) or measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) to attend or to send his representative to attend the calibration / measurement. Every calibration / measurement thus taken shall be signed and dated by both the parties on the site on completion of the calibration / measurement. If the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) objects to any of calibration(s) / measurements, a note to that effect shall be made in the Measurement Book and signed and dated by both the parties.

4.34.2.4 In the event of failure on the part of Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) to attend or to send his authorized representative to attend the calibration / measurement after receiving the intimation, or to record objection within a week from the date of the calibration / measurement, the calibration/ measurement taken by the Engineer-in-Charge or by his authorized representative shall be taken to be the correct measurement.

4.34.2.5 The quality of the coal produced will be ascertained on regular basis by a system of auto-sampling. The auto-sampler(s) will be installed at CHP or final destination point or any other location(s) mutually agreed, in writing, between the owner and the JV Company so

formed. In addition to auto-sampling, the coal samples will be collected jointly by the authorized representatives of the Company and the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) at mutually agreed intervals. These samples will be analyzed at the laboratories authorized by the Company and the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company), and the result of such analysis will be cross-checked through Government Laboratories at regular intervals.

4.34.3 Payment for coal produced:

4.34.3.1 During commercial production period, payment for coal produced will be made to the JV Company on the basis of 'operational service charges' per metric tonne of coal produced quoted and agreed by the Successful Bidder in his bid document followed by signing of the Contract Agreement at the capacity of the JV partner of the so formed JV Company.

4.34.3.2 All payments will be made to the JV Company only.

4.34.3.3 The Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) shall submit bill(s) for the coal produce in accordance with the contract. The Engineer shall then arrange for verification of the bill/bills with reference to the measurement taken or to be taken or any other records relevant for the purpose. However, in any case, Company is not liable for payment of interest on the amount of bill(s).

4.34.3.4 The bill(s) will be prepared every month, i.e. for the period 1st to end of the month. Monthly payment shall be made on producing of the 'Production guarantee certificate' for the respective month after deducting the recovery of advance payment, if any.

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

4.34.3.6 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 or disputed claims, if any, of the JV Company exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Successful Bidder (on being selected as a JV Partner,

and later on formation of the proposed JV Company, the JV Company) are the subject matter of arbitration or not. The Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) shall pay the amount of overpayment on demand, or else the amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) 's claim under any other contract with the Company or with other Subsidiary Companies of Coal India Limited or from the Successful Bidder's and/or JV Company's Performance Security.

4.34.3.7 No payment shall be made to the JV Company against coal production before commencement of 'Commercial production period'.

4.34.3.8 The Price (i.e. Operational service Charge) is to be quoted inclusive of electricity charges, cost of explosive and any other charges/ costs for the chargeable facilities provided by the owner. The charges of power, explosive and/or others consumed by the successful bidder/ JV Company will be deducted from the running bills of the JV Company on actuals.

4.34.4 The payment to the JV Company for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payments made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) of all his liabilities under the contract at the end of the contract period.

4.34.5 Currency of payment:

The payments will be made to the JV Company in INR as quoted and agreed by the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) in his bid document and later included in the Contract Agreement unless otherwise agreed to between the Parties. In case the JV Company so formed wants such payments/ transactions to be made in currency other than INR, the prevailing exchange rate (i.e. bill purchasing rate declared by the State Bank of India) of will be considered for conversion of INR to the requested currency. No payment will be made directly to the successful bidder on being selected as a JV partner.

4.34.6 Due dates for payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the Bid document. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of the Successful Bidder's / JV Company's bill/ invoice/ debit note by the owner, provided the documents submitted are complete in all respects.

4.34.7 Payment schedule

4.34.7.1 As CIL/ Subsidiary Company will be a JV partner of the said JV Company, CIL/ Subsidiary Company's share of investment will be made to the proposed JV Company (in INR only) on account of various activities related to reopening, salvaging, rehabilitating, developing and operating of the proposed derelict/ abandoned mine. Such payment will be guided by the JV Agreement.

4.34.7.2 During reopening, salvaging, rehabilitation and development of mine and construction of associated mine infrastructure, no payment will be made to the JV Company on account of coal production. During commercial production period, payment will be made monthly on the basis of actual quantity and grade of coal produced in that particular period.

4.34.8 Application for payments

4.34.8.1 *The Successful Bidder (and later on formation of the proposed JV Company, the JV Company) shall submit application for the payment. Each such application/ bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the 'operational service charges' for the quantities (in metric tonnes) of coal produced and transported to the destined site & its RoM quality pursuant to contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.*

4.34.9 Mode of payment

As CIL/ Subsidiary Company will be a JV partner of the said JV Company, CIL/ Subsidiary Company's share of investment will be made to the proposed JV Company (in INR only) on account of various activities related to reopening, salvaging, rehabilitating, developing and operating of the proposed derelict/ abandoned mine. Such payment will be guided by the JV Agreement.

4.34.10 Terms of payments

The work being essentially a coal supply contract for a agreed annual guaranteed production of coal, the JV Company will be paid only "Operational service charges" as quoted by the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) in his bid document and later included in the Contract Agreement. "Operational Service Charge" will be limited to 90% of the prevalent notified price of respective grade of coal produced at that point of time. No other payment (except the release of Company's share of investment as per the JV Agreement) will be made for the execution of the contract.

No payment shall be made to the JV Company against coal production, if any, before commencement of 'Commercial production period'.

4.34.11 Commitments towards agreed guaranteed production

The Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) would guarantee production of coal from the mining districts and deliver the same on the surface at the designated transfer point as per agreed annual guaranteed production schedule.

4.34.12 Commitment Charges

In case the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) fails to meet the agreed annual guaranteed production for consecutive three (3) years during the commercial production period of the proposed mine(s), the contract (i.e. "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement") will be reviewed by the Review Committee and based on the recommendations of the Review Committee, the owner may take necessary action against the JV Company.

4.34.13 Payments of advance:

Notwithstanding anything written in the bid document, no payment of advance in any form will be made to the Successful Bidder (on being selected as a JV Partner, and later on formation of the proposed JV Company, the JV Company) by the owner at any point of time of the execution of the contract.

4.34.14 Inland transportation and insurance

No payment shall be made separately against inland transportation and insurance.

4.35 SETTLEMENT OF DISPUTES

- 4.35.1 **Conciliation:** Any dispute, or difference arising out of or concerning the contract between the parties shall be settled through mutual negotiation by parties and parties shall make all endeavours to settle this matter amicably. In case such amicable solution is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The parties with their mutual consent shall nominate a Conciliator, who shall conduct the conciliation proceedings in accordance with the provision of Arbitration and Conciliation Act 1996. The venue of conciliation shall be the location where the contract is executed. The settlement so arrived at during conciliation shall be binding on both parties and will not be called in question before any court or forum whatsoever. Reference to Arbitration shall be made only when the conciliation has failed.

- 4.35.2 **Arbitration:** The applicable rules for Conciliation proceedings shall be that of "SCOPE forum of Conciliation and Arbitration" (SCFA). The Arbitration Clause is to be invoked by the parties to the Contract only on failure of conciliation proceedings.

Arbitration with foreign bidder or in Consortium contracts (including foreign bidder as a member), shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The venue of the arbitral proceedings shall be New Delhi or Kolkata.

It is also proposed that during the pendency of the Conciliation or Arbitration proceedings both the parties shall continue to perform their contractual obligations.

4.36 TAXES ON WORKS

- 4.36.1 Other than the taxes, which are directly applicable to the production of coal during commercial production period, all taxes, levies, cess, royalties, whether central, state, local, etc. pertaining to the contract are payable during the entire period of contract, shall be to the Successful Bidder/ JV Company's account and shall be deemed to have been

included in the contracted rate for the work to be executed by the Successful Bidder (and later on formation of the proposed JV Company, the JV Company). The company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract.

Taxes which pertain directly to production of coal, i.e. service tax and cess thereon, are to be borne by the Company. The company reserves the right to deduct/ withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificates towards such deduction and shall not be responsible for any reason whatsoever.

4.37 MOBILIZATION ADVANCE

- 4.37.1 No mobilization advance shall be provided to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) for execution of the contract.

4.38 PRICE VARIATION CLAUSE

- 4.38.1 The operational service charge for the guaranteed quantity of coal produced as quoted and agreed by the Successful Bidder (and later, on formation of the proposed JV Company, the JV Company) for the first year of the commercial production period shall remain **firm** without any price variation due to any reason whatsoever as per the contract except as detailed in Clause 4.38.7 hereof.
- 4.38.2 For the subsequent years of the commercial production period, the rate (i.e. operational service charge per metric tonne of coal produced) will be projected using applicable Index for escalation in accordance with Clause No. 4.38.7.1. In case, the escalated rate per metric tonne of coal produced (i.e. escalated operational service charge) exceeds 90% of the prevalent notified price of coal (for corresponding grade) at that point of time of the concerned subsidiary company of CIL in which the mine is situated, the admissible operational service charge will be limited to 90% of the prevalent notified price of coal (for corresponding grade) at that point of time of the concerned subsidiary company of CIL in which the mine is situated.

- 4.38.3 The Owner will pay to the JV Company only allowable escalation in accordance with Clause No. 4.38.7 of this Chapter.
- 4.38.4 If the time schedule for reopening, salvaging and rehabilitation of the proposed abandoned/ derelict underground coal mine, and for construction, development and operation of the mine so salvaged and rehabilitated, as proposed/ agreed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), is to be extended beyond the stipulated period for completion of that work due to fault on the part of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) and the start of the commercial production period gets delayed, the operational service charge for the guaranteed quantity of coal produced as quoted/agreed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) for the first year of the commercial production period as per the old time schedule shall remain firm for the first year of the re-scheduled commercial production period without any price variation. No escalation on price will be allowed further if not provided otherwise in the accepted contract.
- 4.38.5 In case the project gets delayed due to fault on the part of the Successful Bidder (on being selected as a JV Partner and later, the JV Company), the 'Operational Service Charge' for subsequent years i.e. 2nd production year onwards will be projected using applicable difference of escalation indices with respect to previous year of the rescheduled commercial production period. In case, the escalated rate exceeds 90% of the notified price, the admissible rate will be limited to 90% of the notified price of coal.
- 4.38.6 If the work schedule gets delayed due to fault on the part of the owner, escalation on the 'Operational Service Charge' for the guaranteed quantity of coal production as quoted/agreed by the Successful Bidder (on being selected as a JV Partner) will be allowed limited to 90% of notified price of coal keeping the first original commercial production year as the base year.
- 4.38.7 **Escalation:**
The price quoted for the price (operational service charge) of coal production per tonne for the first production year, shall be firm unless there is any delay in scheduled

completion of the items or activities proposed to be completed prior to commercial production period due to the fault on part of the Company. In case there is a delay in completion schedule of any item or activities due to the fault on part of the Company the following provisions shall apply:

4.38.7.1 Escalation in the price (operational service charge) of per tonne coal production during commercial production period

- a) 20% of the all prices quoted in the price bid will be fixed and no escalation **shall** apply to them.
- b) The balance 80% percent of the base price shall only be subject to price adjustment.

Escalation for the quoted and accepted price (operational service charge in INR only) per tonne of coal produced during commercial production period will be calculated on annual basis as below.

- Other than the fixed component mentioned in (a), the half of remaining INR component **(50 % of balance 80%)** will be escalated in accordance with the escalation in the Wholesale Price Index (WPI) and the remaining half **(50 % of balance 80%)** with the All India Consumer Price Index (AICPI).

4.38.7.2 For escalation, increase in the applicable index corresponding to delay from the construction schedule (all activities prior to commercial production period) as mentioned in the bid, to new construction schedule due to delay on account of the Company, will only be considered.

4.38.8 The Owner will pay to the JV Company only allowable escalation as per above clause. Any other expenditure claimed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) under any heads whatsoever, during reopening, salvaging, rehabilitation, and mine and associated infrastructure construction period and commercial production period incurred due to normal operations or due to defective construction by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) or due to normal mining operations or defective/under rated/ inadequate equipment supplied by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), shall not be admissible.

4.39 POACHING OF COMPANY'S MANPOWER

- 4.39.1 The Successful Bidder (on being selected as a JV partner, and later on formation of the proposed JV Company, the JV Company) is prohibited from poaching the existing man power of the Company to explore, plan, reopen, salvage, rehabilitate, develop and operate the abandoned/ derelict mine /project/ block except for those nominated by the owner with mutual consent. He can, however, employ the person who has resigned from the Company only after written permission of the Company.

B. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

4.40 GENERAL

- 4.40.1 The following shall supplement the conditions already contained in the other parts of these documents and shall govern the work of this contract to be performed.
- 4.40.2 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) upon signing of the Contract Agreement shall, in addition to a project coordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) during the pendency of contract.

4.41 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 4.41.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India and the local State Government), the NCWA in force and the rules made there under in respect of any employee or workman employed or engaged by him or his sub-contractor. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) will pay wages (as per NCWA) which must not be less than as provided by the applicable statute. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provision Act, 1948 or Employees provident Fund and Miscellaneous Provisions Act, 1952 as the case may be. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) will also indemnify the Company against

payment of workmen's compensation under the Workmen's Compensation Act and also litigation arising out of the above. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall also abide by the provisions of the Contract labour and Regulation Act 1970.

- 4.41.2 All registrations and statutory permissions under the Mines Act, Mines Rules, Coal Mines Regulations etc. from DGMS and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company).

4.42 INSPECTION

- 4.42.1 The Engineer shall have the right to re-inspect any work, equipment after the same are completed and/or installed at site/mine. If by the above inspection, the Engineer rejects any work or equipment, the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall make good for such rejection either by replacement or modifications/ repairs as may be necessary, to the satisfaction of the Engineer.

4.43 ACCESS TO SITE AND WORKS ON SITE

- 4.43.1 Suitable access to and possession of the site shall be accorded to the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) by the owner in reasonable time.
- 4.43.2 In the execution of the works, no persons other than the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the Engineer or his representative.

4.44 SITE OFFICE ESTABLISHMENT

- 4.44.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall establish a site office at the site and keep posted an authorized representative for the purpose of the contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representing the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) and the same shall be deemed to have been communicated to the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) at his legal address.

4.45 DISCIPLINE OF WORKMEN

- 4.45.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employees of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) at the site, if in the opinion of the Engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall remove such a person objected to and provide in his place a competent replacement.

4.46 FIELD OPERATION

- 4.46.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedules or method of work by the Engineer shall not relieve the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) of any of his responsibilities forwards the field activities. Such reviews shall also not be considered as an assumption of any risk or

liability by the Engineer or the owner or any of his representatives and no claim of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his procedures.

- 4.46.2 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall have complete responsibility for the conditions of the work site/ mine including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the contract. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review, if any, by the Engineer is not intended to include review of JV Company's safety measures in, on or near the work-site, and their adequacy or otherwise.

4.47 PHOTOGRAPHS AND PROGRESS REPORT

- 4.47.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall furnish monthly progress report detailing out the progress achieved on all mine and associated infrastructure construction activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

4.48 MAN-POWER REPORT

- 4.48.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall submit to the Engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area-wise.

4.48.2 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall also submit to the Engineer on the first day of every month, a manpower report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill wise and areas of employment of such labour.

4.49 PROTECTION WORK

4.49.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall have total responsibility for protecting his works during entire period of contract. No claim will be entertained by the owner or the Engineer for any damage or loss to the Successful Bidder/ JV Company's works and the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the Successful Bidder/ JV Company's works occur because of other party not under his supervision or control, the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) and the other party or parties concerned regarding the responsibility for damage to the Successful Bidder/ JV Company's works the same shall be resolved as per the provisions of the clause 4.54 above. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

4.50 EMPLOYMENT OF LABOUR

- 4.50.1 The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness and no person below the age of eighteen years shall be employed.
- 4.50.2 All traveling expenses including provisions of all necessary transport to and from site, lodging and other payments to Successful bidder/ JV Company's employees shall be the sole responsibility of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company).
- 4.50.3 The hour of work on the site shall be decided by the owner and the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall adhere to it. The work will normally be done on 3 shifts of 8 hours per day basis. Working hours per worker will normally be eight (8) hours per day.
- 4.50.4 Successful bidder/JV Company's employees shall wear identification badges while on work on site.
- 4.50.5 Payment of wages to the labour employed by the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) need to be equivalent to that under the NCWA as revised from time to time to avoid any disharmony. In case the owner become liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/ EPF Act or any other law due to act of omission *or commission* of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company), the owner may make such payments and shall recover the same from the JV Company's bills.

4.51 FACILITIES TO BE PROVIDED BY THE OWNER

The details of facilities to be provided by the Employer will be given in the 'Special terms and conditions' and will be site specific. However, the following facilities subject to details

given in 'Special terms and conditions' will be provided.

4.51.1 Space

Exact requirement of space for Successful bidder/ JV Company's service & residential buildings, associated infrastructure etc. shall be mentioned in the scheme/ DPR. The land already acquired by the owner within the mine premises will be provided by the owner as per the terms and conditions of the JV Agreement and the remaining space, if required, will be acquired by the owner / concerned CIL Subsidiary Company as per the provision of the accepted scheme/ approved DPR. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company), if needed, will render his/ their assistance in acquiring the same.

4.51.2 Electricity

The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall state his electrical power requirements in the DPR to allow the planning of the electrical distribution by the Engineer. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall make his own further distribution arrangement including transformer(s). All temporary/permanent wiring must comply with relevant regulations and will be subject to Engineer's inspection and approval before connection to supply. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall pay the electricity bill for his power consumption as charged by the Electricity Board on actual basis.

4.51.3 Explosive

The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall state his explosive requirements in the DPR to allow the planning for the provision of explosive of suitable quantity and quality by the owner. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall be supplied with explosive and detonator for the purposes of the contract only at the project magazine located on the

surface. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall make his own arrangement for further transporting and distributing the explosive and detonator in accordance with applicable rules and regulations including underground magazine. The project magazine will be constructed and maintained by the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company), complying with relevant regulations and will be subject to Engineer's regular inspection. Explosives, of requisite quantity and quality, will be made available by the owner to Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) as per the requirement on chargeable basis on actual.

The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) will not be permitted to use such explosive in works other than mining in the allotted abandoned/ derelict coal mine. In case the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) is found to use explosive for jobs beyond the scope of the contract, he will be subjected to prosecution under the Indian laws.

4.51.4 Water

It will be the owner's responsibility to identify source of water and to get required approvals of drawing water from the source from the statutory bodies.

4.51.5 Medical facilities

Medical facilities from near-by area hospital will be made available to the Successful Bidder/ JV Company's employees on chargeable basis.

[NOTE: The Price (i.e. Operational service Charge) is to be quoted inclusive of electricity charges, cost of explosive and any other charges/ costs for the chargeable facilities provided by the owner. The charges of power, explosive and/or others consumed by the successful bidder/ JV Company will be deducted from the running bills of the JV Company on actuals.]

4.52 FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER/JV COMPANY

4.52.1 Tools, tackles and scaffoldings

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the Engineer.

4.52.2 Communication

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall make necessary arrangement for telecommunication at his own cost.

4.52.3 First-aid and Medical facilities

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide necessary first-aid and medical facilities for all his employees, representatives and workmen working at the site. Enough number of Successful bidder/JV Company's personnel shall be trained in administering first-aid. All medical expenses arranging out of any accident or otherwise involving personnel of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall be borne by the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company).

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall arrange, in case of emergency, the services of ambulance for transportation to the nearest hospital.

4.52.4 Cleanliness

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall employ enough number of special personnel to thoroughly clean his work area. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so

arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

Similarly the labour colony, the offices and the residential areas of the successful bidder/ JV Company's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) in the work areas, offices and residential areas of the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company).

4.52.5 Water

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall make his own arrangements for bringing water up to the site and its distribution for surface and underground facilities.

4.53 LINES AND GRADES

- 4.53.1 All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) at site at suitable points. These points shall be used as datum for the works under the contract. The Successful Bidder (on being selected as a JV Partner and later on formation of the proposed JV Company, the JV Company) shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him. Any work done without being properly located may be removed and/or dismantled by the Engineer at successful Bidder's/ JV Company's expense.

4.54 FIRE PROTECTION

- 4.54.1 The work procedures that are to be used during the contract period shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other such flammable materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area/ mine site or storage.
- 4.54.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area/ mine site either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plans, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire source.
- 4.54.3 All the Successful Bidder/ JV Company's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.
- 4.54.4 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide enough fire protection equipment of the types and the number for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

4.55 SECURITY

- 4.55.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or installed by him at site. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

4.56 SUCCESSFUL BIDDER/ JV COMPANY'S AREA LIMITS

- 4.56.1 The Engineer will mark out the boundary limits of access roads, parking spaces, storage and construction areas for the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), and the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) and his personnel should ensure that their activities are not interfering adversely with the operation of owner or other contractors. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible to ensure that none of his personnel move out of the areas marked out of his operation. In case the area or facilities not allotted to the JV Company are required, the same can be used only with the written permission of the Engineer.

4.57 SUCCESSFUL BIDDER/ JV COMPANY'S CO-OPERATION WITH THE OWNER

- 4.57.1 In cases where the performance of the work by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) affects the operation of the owner, such work of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). The Engineer may impose such restrictions on the facilities provided to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) such as electricity, water etc. as he may think fit in the interest of the

owner and the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall strictly adhere etc. such restrictions and co-operate with the Engineer. It will be the responsibility of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to provide all necessary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are installed by him. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and installed by him, so as to make such equipment ready for operation. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be responsible for supplying such flushing oil and other lubricants in addition to the requirement of fills during operation.

4.58 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

- 4.58.1 The pre-commissioning trials and initial operations of the equipments/ P&M furnished and installed (such as haulage, winder, conveyors, coal winning/ loading machines etc.) by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be the responsibility of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall provide, in addition, test instruments, calibrating devices etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the successful bidder/ JV Company's workmen required for the above test shall always be present at site during such trials.

4.59 MATERIALS HANDLING AND STORAGE

- 4.59.1 All the equipment furnished and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company.

- 4.59.2 Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for examining all the shipment and notify the Engineer immediately for any damage, shortage, discrepancy, etc. for the purpose of Engineer's information only. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be solely responsible for any shortage or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).
- 4.59.3 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of mine reopening, salvaging, rehabilitation, development and operation, and keep such record open for the inspection of the Engineer at any time.
- 4.59.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 4.59.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled condition shall be periodically rotated to prevent corrosion due to prolonged storage.
- 4.59.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation, resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). Such records shall be opened for inspection by the Engineer.

- 4.59.7 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure that all the packing materials and protection devices used for the various equipments during transit & storage are removed before the equipments are installed.
- 4.59.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quantity and quality by storage.
- 4.59.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flame-proof covering materials wherever applicable.
- 4.59.10 If the materials belonging to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) at the successful bidder/ JV Company's cost.
- 4.59.11 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall strictly comply with.

4.60 CONSTRUCTION MANAGEMENT

- 4.60.1 The field activities of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) working at site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Successful Bidder (on being selected as a JV Partner,

- and later, on formation of the proposed JV Company, the JV Company), and other contractors and tradesman of the owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).
- 4.60.2 The Engineer shall hold weekly meetings of the entire Successful Bidder/ JV Company's working at site, at a time and a place to be designated by the Engineer. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer and shall strictly adhere to those decisions in performing his works.
- 4.60.3 Time is the essence of the contract and the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for performance this works in accordance with the schedule. If at any time, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall not be allowed any extra compensation for such action.
- 4.60.4 The Engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) except for the coordination work between various contractors, if any, as set out earlier.
- 4.61 FIELD OFFICE RECORDS**
- 4.61.1 All records required by any statute, including the requirement imposed by DGMS, are to be kept in prescribed way during the contract period. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other

supplementary data complete with all the latest revisions thereto. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed condition of the equipment furnished and installed under the contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners' property. Additional records need to be kept during mine operation.

4.62 SUCCESSFUL BIDDER/ JV COMPANY'S MATERIALS BROUGHT ON TO SITE

- 4.62.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the Engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) without the written permission of the Engineer. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 4.62.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) under, in respect of or by reasons of the contract. After giving a fifteen (15) days notice in writing of his intention

to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he/she shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

- 4.62.3 After the completion of the works, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall remove from the site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company fails to remove such materials within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under clause 4.62.2 above and credit the proceeds thereto the account of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).

4.63 PROTECTION OF PROPERTY AND SUCCESSFUL BIDDER/ JV COMPANY'S LIABILITY

- 4.63.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 4.63.2 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will ensure provision of necessary safety equipment such as fire fighting equipment, barriers, sign-boards, warning lights and alarms etc. to provide adequate protection to persons and property. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible to give reasonable notice to the Engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all

necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

4.64 PAINTING

- 4.64.1 All exposed metal parts of the equipment including piping, structure, railing etc. wherever applicable after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per BIS standards or equivalent and to be of the colour as approved by the Engineer.

4.65 UNFAVOURABLE WORKING CONDITIONS

- 4.65.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) in a proper and satisfactory manner in performance of such works and with concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) of his responsibility to perform works as per the schedule.

4.66 PROTECTION OF MONUMENTS AND REFERENCE POINTS

- 4.66.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure that any finds such as relic, antiquity, coins, fossils etc. which he might come

across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure that the bench marks, reference points, etc. which are marked out either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide all necessary materials and assistance for such relocation of reference points etc.

4.67 WORK AND SAFETY REGULATIONS

- 4.67.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or the Company or to others, working at or near the site. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-in-charge as he may deem necessary.
- 4.67.2 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will notify well in advance to the Engineer-in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/ equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he/she may forbid its use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the Successful Bidder (on being selected as a JV Partner) on

behalf of the JV Company towards additional safety provisions/ conditions to be provided or constructed as per Engineer-in-charge's instructions.

Further any such decision of Engineer-in-charge shall not, in any way, absolve the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) of his responsibilities, and in case, use of such a container or entry there of into the site area is forbidden by Engineer-in-charge, the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall use alternative methods with the approval of Engineer-in-charge without any cost implication to Company or extension of work schedule.

4.67.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be responsible for obtaining the same.

4.67.4 All equipments used in reopening, salvaging, rehabilitation, development and construction ~~and~~ purpose by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall meet Indian, International Standards and where such standards do not exist, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Company in this regard. Provisions of Coal Mine Regulations and related circulars must be satisfied in this regard. Any other law, for the time being in force, connected with coal mining operation should be strictly adhered to.

4.67.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian

Electricity Act 2001 and associated Laws/Rules enforced from time to time. A register of such examination and tests shall be properly maintained by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company and will be promptly produced as and when desired by Engineer-in-charge or by the person authorized by him.

- 4.67.6 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be fully responsible for the safe storage of his and his sub-contractors radio-active sources, if any, in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).
- 4.67.7 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need or as may be directed by Engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 4.67.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 4.67.9 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).
- 4.67.10 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any

circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.

4.67.11 Before the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:

- a. satisfy the Engineer-in-charge that the appliances is in good working condition.
- b. inform the Engineer-in-charge of maximum current rating/voltage/phases of the appliances.
- c. obtain permission of the Engineer-in-charge detailing the sockets / bus bars to which the appliances may be connected.

4.67.12 The Engineer-in-charge will not grant permission to connect until he/she is satisfied that:

- a. the appliance is in good condition and is fitted with a suitable plug.
- b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

4.67.13 No electrical cable which is in use by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company)/ owner will be disturbed without prior permission. No weight of any amount will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

4.67.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by Engineer-in-charge and a permit to work shall be issued by Engineer-in-charge before any repair work is carried out by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). While working on electric lines/equipments, whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to electricians/ workmen/ officers.

4.67.15 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain electrical installations.

- 4.67.16 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor(s), the sub-contractor's workmen/employees will also be considered as the Successful Bidder/ JV Company's employees/ workmen for above purpose. The name and address of such safety officer of Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) will be promptly informed in writing to Engineer-in-charge with a copy to safety officer-in-charge before he/she starts work or immediately after any change of the incumbent is made during currency of the contract.
- 4.67.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to promptly inform the same to the company's Engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- 4.67.18 The Engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager (GM) of the project within 3 days of such stoppage of work and decision of the project GM in this respect shall be conclusive and binding on the Successful Bidder (on

- being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).
- 4.67.19 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons as provided in clause 4.67.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 4.67.20 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), unless the statutory provisions are more stringent.
- 4.67.21 If the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by Engineer-in-charge as provided in clause 4.67.18 above, the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/- (Rupees five thousand only) per day or part thereof till the instructions are complied with and so certified by the Engineer-in-charge. However in case of accident taking place causing injury to any individual, the provisions contained in clause 4.67.22 shall also apply in addition to compensation mentioned in this clause.
- 4.67.22 If the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the

Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provision of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time.

In case the owner is made to pay such compensation then the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) is liable to reimburse the owner such amount.

4.68 CODE REQUIREMENTS

- 4.68.1 The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes/ Regulations. ASME codes and accepted good Engineering practice, the Engineer's drawings and other applicable Indian recognized codes and the laws and regulations of the Government of India.

4.69 SHAFT ALIGNMENTS

- 4.69.1 All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

4.70 DOWELING

- 4.70.1 All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the Engineer.

4.71 CHECK OUT OF CONTROL SYSTEMS/ POWER SUPPLY

- 4.71.1 After completion of wiring, cabling etc., the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the Indian Mines Act governed by DGMS.

4.72 COMMISSIONING SPARES

- 4.72.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

4.73 CABLING

- 4.73.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000mm or otherwise as directed by the Engineer.
- 4.73.2 Each cable, whether power or control, shall be provided with a metallic or plastic sheath of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the Successful Bidder (on being selected as a JV Partner, and later, on

formation of the proposed JV Company, the JV Company) at every 5m run or part there of and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

- 4.73.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.
- 4.73.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.
- 4.73.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to Engineer's approval. Multi-core control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilizing plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.
- 4.73.6 The connectors for control cables shall be covered with a transport insulating sleeve so as to prevent from accidental ground fault or short circuiting between the adjacent terminals and shall preferably terminate at the terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

4.74 INSTRUCTION MANUALS

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall submit to the owner preliminary instruction manuals for all the P&M covered under the contract within the time agreed upon between the owner & the Successful Bidder (on being

selected as a JV Partner) on behalf of the JV Company. The final instruction manuals complete in all respects shall be submitted by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the installation procedures, testing procedures, operation and maintenance procedures of the equipment.

The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall furnish to the owner, six (6) sets of spare parts catalogue.

4.75 REFERENCE STANDARDS

- 4.75.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the Engineer whose decision shall be final and binding.
- 4.75.2 Other internationally acceptable standards, which ensure equal or higher performance than those specified shall also be accepted.

4.76 DESIGN IMPROVEMENT

- 4.76.1 The Engineer or the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.
- 4.76.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) proceeds

with the change. Following such agreement the provision thereof, shall be deemed to have been amended accordingly.

4.77 QUALITY ASSURANCE

4.77.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of the contract whether manufactured or performed within the successful bidder/ JV Company's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) and shall be finally accepted by the Engineer after discussions before the issue of letter of acceptance of tender. A quality assurance programme of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall generally cover the following:

- a. his organization structure for the management and implementation of the proposed quality assurance programme
- b. documentation control system
- c. qualification data for bidder's key personnel
- d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-materials inspection, verification of materials purchased etc.
- e. system for shop manufacturing and site installation control including process control and fabrication and assembly controls
- f. control of non-conforming items and system for corrective actions
- g. inspection and test procedure both for manufacture and field activities
- h. control of calibration and testing of measuring and testing equipment
- i. system for indication and appraisal of inspection status

- j. system for quality audits
- k. systems for authorizing release of manufactured product to the owner
- l. system for maintenance of records
- m. system for handling storage and delivery and
- n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

4.77.2 Quality Assurance Documents

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be required to submit the following Quality Assurance Documents within three weeks after despatch of the equipment:

- i) all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.
- ii) welder and welding operator qualification certificates
- iii) welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
- iv) material mill test reports on components
- v) the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
- vi) sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
- vii) all non-destructive examination result reports including radiography interpretation reports.
- viii) stress relief time temperature charts.
- ix) factory test results for testing required as per applicable codes and standards.
- x) the Engineer or his duly authorized representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the Successful Bidder (as a JV Partner)/ his vendor's quality management and control activities.

4.78 ENGINEER'S SUPERVISION

4.78.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the Engineer and his decision shall be final.

4.78.2 The work shall be performed under the direction and supervision of the Engineer. The scope of the duties of the Engineer, pursuant to the contract, will include but not be limited to the following:

- a) interpretation of all the terms and conditions of these documents and specification.
- b) review and interpretation of all the successful bidder/ JV Company's drawings, Engineering data etc.
- c) witness or authorize his representative to witness tests and trials either at the manufacture's works or at site, or at any place where work is performed under the contract.
- d) inspect, accept or reject any equipment, material and work under the contract.
- e) issue certificate of acceptance and/or progressive payment and final payment certificates.
- f) review and suggest modifications/ suggestions in completion schedules from time to time.
- g) supervise the quality assurance programme implementation at all stages of the works.
- h) to receive and endorse the despatch documents enabling the successful bidder/ JV Company to clear the consignments.

4.79 TEST

4.79.1 Start-up

4.79.1.1 On completion of installation of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of

pre-commissioning tests to be performed shall be as mutually agreed and included in the successful bidder/ JV Company's quality assurance programme.

4.79.1.2 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for carrying out all the pre-commissioning tests. Owner shall be given Notice of three (3) days, for witnessing of Pre-commissioning tests to be carried out by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

4.79.2 Test Codes

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures.

4.80 DESIGN CO-ORDINATION

4.80.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall be responsible for the selection and design of appropriate equipment to provide the best coordinated performance of the entire system. The design of various components, sub-assemblies and assemblies shall be so done so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical or close to the operating range of the unit.

4.81 CO-ORDINATION MEETING

4.81.1 The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) will be called upon to attend coordination meetings with the Engineer, other contractors and the consultants of the owner during the period of contract. The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) shall attend such meetings at

his own cost at the office of the General Manager (..... Area) <.....> (CIL Subsidiary Company) or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

4.82 TOOLS AND TACKLES

- 4.82.1 The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall supply with the equipment two (2) complete sets of all special tools and tackles for the installation, assembly, disassembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

4.83 NOISE LEVEL

- 4.83.1 The equivalent "A" weighted sound level measured at a distance of 1.5 meters above floor level in elevation and one meter horizontally from the base of any equipment furnished and installed under these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

4.84 TAKING OVER / CLEARANCE CERTIFICATE OF P&M

- 4.84.1 Upon successful completion of all the tests to be performed at site on equipment furnished and installed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company), and after trial run and commissioning, the Engineer shall issue to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) a clearance certificate of the P&M as a proof of the final acceptance of the equipment. Such certificate shall not relieve the Successful Bidder (on being selected as a JV Partner, and later, the JV Company) of any of his obligations as per the terms and conditions of the contract to operate and maintain the P&M to produce guaranteed quantity of coal. The final takeover date will be on taking over the mine and associated infrastructure as well as P&M after successful completion of contract period and a certificate to that effect will be issued by the Engineer.

4.85 INDIAN STANDARDS

- 4.85.1 Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS (BIS) shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard or Australian Standard as decided by the Engineer in consultations with the consultants employed by the owner, shall be followed.

4.86 WELDING

- 4.86.1 If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to Engineer in advance of commencement of installation work.

4.87 LUBRICATION

- 4.87.1 Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both standstill and operating conditions.

4.88 EQUIPMENT BASES

- 4.88.1 A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the Engineer. Each base plate shall be of proper design to support the unit and/or its drive. There should be provisions for proper anchoring and pads. Base plate shall have a raised lip all around and shall have proper drain connection.

4.89 RATING PLATES, NAME PLATES AND LABELS

- 4.89.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions etc. under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the Engineer.
- 4.89.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the Engineer.
- 4.89.3 Such nameplates or labels are preferably to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.
- 4.89.4 Items of plant, which are subject to handling, are to be provided preferably with an engraved chromium plated nameplate or level with engraving filled with enamel.
- 4.89.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively two separate plates one with Hindi and the other with English inscriptions may be provided.

4.90 COLOUR CODE FOR PIPE SERVICES

- 4.90.1 All pipe services wherever applicable are to be painted in accordance with the owner's standard colour scheme, if any, by the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company.

4.91 SAFETY OF SUCCESSFUL BIDDER/ JV COMPANY'S WORKERS

4.91.1 Owner's responsibilities

- (a) The owner or the Engineer or their authorized representative shall give in writing to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) suitable clauses (in consistence with risk of the work allotted) stating how the risk arising to men & material from the mining operation / operations to be done by the Successful Bidder (on being selected as a JV Partner, and

- later, on formation of the proposed JV Company, the JV Company) shall be managed. In this regard guidelines of DGMS or any other authority should be adhered to during operation of the contract.
- (b) The owner or the Engineer or their authorized representative shall ensure that the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) is familiar with the relevant parts of the statute, health and safety management system and are provided with copies of such documents prior to commencing work.
 - (c) The owner or the Engineer or their authorized representative shall ensure that successful Bidder/ JV Company's arrangements for health and safety management are consistent with those for the owner. All the rules, regulations and bye-laws as applicable to the owner are also applicable to the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). Details of the successful Bidder's or the JV Company's workmen should be maintained in the owner's Form-B Register, whereas, Form-C, Form-D & Form-E Registers for successful Bidder's or the JV Company's men may be maintained independently by the owner. All the above Registers shall be kept in the mine office of the manager.
 - (d) The owner or the Engineer or their authorized representative shall ensure that the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) provides the machinery, operator and other staff with written safe work procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed.
 - (e) The owner or the Engineer or their authorized representative shall monitor all activities of the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to ensure Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) is complying with all the requirements of statute and the system related to safety. If found non-compliant of safety laws directing the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to take action to comply with the requirements, and for further non-compliance, the Successful

Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) will be penalized to the extent as decided by the Engineer. The Engineer's decision in this regard will be considered as binding on the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).

- (f) The owner or the Engineer or their authorized representative shall direct the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) to cease the work where a risk to health or safety of a person arises because of non-compliance of a safety measure until the non-compliance is corrected.

4.91.2 Successful Bidder/ JV Company's responsibilities

- (a) The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will 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 it/them. He will provide a copy of the Safe Operating Procedure to the Engineer or the person designated by the owner who shall be supervising the JV Company or Successful Bidder's work.
- (b) The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will keep an up to date Safe Operating Procedure and provide a copy of changes to the Engineer or a person designated by the owner.
- (c) The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will ensure that all work is carried out in accordance with the Statute and Safe Operating Procedure and for the purpose he/she may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- (d) For work of a specified scope/nature, the Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will develop and provide to the owner a site specific code of practice.
- (e) The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company will ensure that all sub-contractors hired by him comply with the same requirement as the

Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) himself and shall be liable for ensuring compliance all safety laws by the sub-contractors.

- (f) All persons deployed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) for working in a mine must undergo vocational training (VT), initial medical examination (IME), and periodical medical examination (PME). They should be issued cards stating the name of the JV Company and the work and its validity period, indicating status of VT & IME.
- (g) Every person deployed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) in a mine must wear safety gadgets to be provided by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). If Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) is unable to provide, the owner shall provide the same on chargeable basis.
- (h) The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company 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 VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January).

4.91.3 Employee's responsibilities

- (a) An employee must, while at work, take reasonable care for health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- (b) An employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

4.91.4 Statutory manpower

The Successful Bidder (on being selected as a JV Partner) on behalf of the JV Company shall ensure adequate statutory supervisory safety personnel at various levels of ensuring safety in the mine.

C. SPECIAL TERMS AND CONDITIONS OF CONTRACT

For the proposed abandoned/derelict underground coal mine, the mine/block specific information about status of exploration, available infrastructure, availability of land, status of available reports, location of coal delivery point, electricity point, water resources, available medical facilities, etc. (if any) will be provided by the Owner/ concerned CIL Subsidiary Company.

5. MINE PROFILE – KUSTORE COLLIERY

5.1 GENERAL INFORMATION OF THE ABANDONED/ DERELICT MINE

5.1.1 LOCATION OF THE MINE

Kustore Colliery is located in the north-central part of Jharia Coalfield in Dhanbad district of Jharkhand state of India. The colliery is about 10 km South-West of Dhanbad Railway Station.

Kustore Colliery falls under the command of Kustore Area of Bharat Coking Coal Limited (BCCL), a subsidiary of Coal India Limited (CIL). The colliery is bounded on north, south, east and west as below:

- **North :** Kusunda and Alkusa Collieries.
- **South :** Burragarh and Bhagaband Colliery.
- **East :** Ena & East Bhuggatdih Collieries.
- **West :** Kendwadih, South Balihai and Bhagaband Collieries

Latitude : 23°44'27.4" N to 23°45'57.05" N,

Longitude : 86°23'3.6" E to 86°23'54" E .

5.1.2 MINE ACCESSIBILITY

Nearest Airport : Ranchi at a distance of about 220 km.
Nearest Railway Station : Dhanbad at a distance of about 10 km.
Approach by Road : NH-32 Road at a distance of about 25 km.
Nearest Seaport : Kolkata at a distance of about 300 km.

5.1.3 HISTORY OF THE MINE / PROJECT

[Brief introduction of the abandoned/ derelict mine/ project stating

1. *Name of the Mining Block,-* Kustore colliery is part of UG Block-7 of the Master Plan for reconstruction of Jharia Coalfield.
2. *History of mining, -* Kustore Colliery comprises of four different sections, namely Kustore North, Kustore South and Kustore East and North Kustore. A star dyke is located at the centre of the property. The area on the North side of the star dyke upto the DB road is known as Kustore North Section, the area on the south side of star dyke is known as Kustore South Section and the area on the southern part on the east side of Kari Jore is known as Kustore East Section. Area on the

north side of the DB road is known as North Kustore Section. In the past, different seams from XVI to X have been worked in all above four Sections of the mine by underground and open cast methods. At present only pumping and ventilation are going on in Kustore North section. Mining operations have been discontinued since June, 2003 due to exhaustion of reserves in XI seam (working seam of that time), low productivity and DGMS restrictions (IX seam).

3. *Mine operator(s), -Kustore Area, BCCL*
4. *Lease-hold area, - Total lease-hold surface area of the mine is 252.71 ha.*
5. *Date of abandonment, - June 2003.*
6. *Status of various known seams at the time of abandonment*

The status of various seams in four different sections, namely Kustore North, Kustore South and Kustore East and North Kustore at the time of abandonment are as follows :

<i>Seam</i>	<i>Kustore North</i>	<i>Kustore South</i>	<i>Kustore East</i>	<i>North Kustore</i>
XVI	Does not exist.	Outcropping on dip-side below SE Rly. Line. Worked through Inclines, fully exhausted.	Does not exist.	Does not exist.
XVA	Outcropping on the rise side of Star dyke. Fully exhausted. Worked through Inclines.	Mostly exhausted. Standing on Pillars (SOP) below Main JC Rly. Line.	Worked through incline in a small patch. Abandoned due to thinning.	Does not exist.
XV	Fully exhausted	Fully exhausted	Mostly exhausted. Small area on the dip side below JC Rly. Line SOP.	Does not exist.
XIV	Jhama	Jhama	Small area developed and rise side area goaved. Connected with XIII Seam workings of Kustore South (workings crushed/ collapsed)	Partly quarried. In rest of the property the seam is virgin. Quarry edge on fire.
XIII	Fully exhausted	Fully exhausted	Fully exhausted	Partly quarried. Mostly standing on Pillars. Quarry edge on fire.
XII	Fully exhausted	Fully exhausted	Partly stowed and partly SOP below JC Rly. Line. One panel exists on rise side but entry lost and pillars crushed.	Mostly depillared. Partly virgin, Seam is inaccessible.
XI	Exhausted	Mostly exhausted. Small area below JC Rly. Line SOP.	Mostly exhausted. Area on rise side and beneath JC Rly. Line SOP. Rise side coal cannot be taken due to collapse of transport route.	Mostly virgin, Partly developed and standing on pillars. Seam is inaccessible.
XA	Not worked due to thinness	Not worked due to thinness	Not worked due to thinness	Not worked due to thinness
IX/X	Worked in two sections.	Worked in two sections.	Fully SOP and	Top section partly

<i>Seam</i>	<i>Kustore North</i>	<i>Kustore South</i>	<i>Kustore East</i>	<i>North Kustore</i>
	Mostly exhausted. Only a few headings on the east side of shafts left. Waterlogged beyond 11 th level. The SOP area has been reportedly widened and heightened and galleries packed with sand.	Mostly SOP and partly virgin. Fully waterlogged. Connected to water body of Kustore North through 100 mm borehole. Bore hole choked.	waterlogged.	depillared and partly virgin. Bot section virgin. Seam is inaccessible.
All the seams below IX/X are virgin				

7. *Reasons of abandonment –Exhaustion of Reserve in XI seam and poor economics in Kustore East section and DGMS restrictions in IX seam in Kustore North Section.*

5.1.4 COMMUNICATION FACILITIES AVAILABLE

[Brief note on communication facilities available at the mine site]

The mine is well connected by rail and road. Dhanbad town is located at about 10 km. from the mine.

5.1.5 CLIMATE

[Brief description of the climate of the area including temperature, humidity, rainfall, etc]

The Jharia Coalfield lies in the sub-humid region of Jharkhand. The maximum precipitation occurs during the month of June to September. The summer season is during April to June, and the maximum temperature goes upto 44° C. The winter season is from October to March and the lowest temperature falls to 10° C.

The annual average rainfall in this region varies from 1200 to 1380 mm.

5.1.6 TOPOGRAPHY AND DRAINAGE

[Brief description of topography and drainage pattern of the area]

The area has a general undulating topography with a gentle southward slope. The maximum ground elevation of 200 m above MSL is observed in northern part, whereas the minimum elevation of 172 m above MSL is observed in the south western corner of the area. The southerly flowing Kari Jore controls the drainage of the area.

5.1.7 STATUS OF MINING LEASE

[Brief note on current status of mining lease, its validity and related aspects, if any]

Mining lease was renewed in 1972 for 30 years which was valid upto 2002. Application in Form-J for renewal of the mining lease beyond 2002 has been made to Government of Jharkhand on 26.10.2005 and approval of the same yet to be received.

5.1.8 LAND USE PATTERN

[State status of land acquisition with details indicated in land-use plan]

The land use pattern of the entire lease hold area (252.71 Ha.) of the mine are as below:

Sl. No.	Type of land	Quantity (Ha.)
1.	Quarry land (abandoned)	28.65
2.	OB Dump	0.10
3.	Home stead land BCCL	23.45
4.	Water body	6.10
5.	Plantation	92.20
6.	Road & Rail	16.85
7.	Private land	12.60
8.	CHP / Siding	1.35
9.	Others (Ser. Bld., Pit/F. House etc.)	0.85
10.	Coal Dump	1.30
11.	Barren land	69.26
	TOTAL	252.71

5.2 GEOLOGY

5.2.1 GEOLOGY OF THE COALFIELD

[Brief description of the geology of the coalfield in which the abandoned/ derelict mine/ project is located]

The Jharia Coalfield (453 sq.km.) is roughly sickle shaped on plan and occurs in the form of a basin with its axis trending towards west. The southern flank is truncated by a major fault, known as boundary fault. The non-coal bearing Talchir Formation is exposed in patches along the northern fringe of the coalfield. The

Barakar Formation, which overlies the Talchir, is exposed all along the northern and north eastern half of the basin and covers an area of about 218 sq.km. This is successively overlain by the Barren Measures (devoid of workable coal seams) which mainly exposed in the central part of the basin. This, in turn, is overlain by the coal bearing Raniganj Formation (54 sq.km.) in the south western part of the coalfield.

The generalised stratigraphic succession of the rock formation in the area is given in Table-1.

The Kustore Colliery which is a part of Kustore Underground Block (UG-7) is located on the north central part of the Jharia Coalfield and contains coal seams belonging to the Barakar Measures of Lower Permian age. The total thickness of the Barakar Measures has been estimated to be over 600 metres in this coalfield. Generalised Stratigraphic Succession and Chronology of Geological Events in the Jharia Coalfield is given in the table below :

Stratigraphic sequence of Jharia coalfield		
	<i>Geological Column & Events</i>	<i>Age</i>
	<i>Block (fault) tectonics forming Surface & U/G faults.</i>	<i>Tertiary</i>
	<i>Folding along E-W axis, fracturing and intrusion of dolerite dykes.</i>	<i>Palaeocene</i>
	<i>Early folding along NW-SE axis forming zone of depression in Mohuda, fracturing & intrusion of mica peridotite.</i>	<i>Lower Cretaceous</i>
<i>Damuda</i>	<i>Raniganj Measures (Seams I-XII)</i>	<i>Upper Permian</i>
	<i>Barren Measures (Devoid of workable coal seams)</i>	<i>Middle Permian</i>
	<i>Barakar Measures (Seam I to XVIII)</i>	<i>Lower Permian</i>
	<i>Fracturing and intrusion of quartzite veins</i>	<i>Lower Permian</i>
	<i>Talchir</i>	
----- Unconformity -----		
	<i>Metamorphics</i>	<i>Proterozoic</i>

5.2.2 EXPLORATION STATUS

[State status of available borehole details indicating the number of boreholes drilled in the mine leasehold, depth of drilling and borehole lithologs]

A total of 26 boreholes have been drilled within the Kustore exploration block (UG-7) of which Kustore Colliery is a part. Out of 26 boreholes, 19 boreholes (KST-1 to 13 & 16 to 18, KS-21 and HB-11&12) fall

within command area of Kustore Colliery limit (Area 2.6 Sq.Km). The average borehole density is approximately 7.3 bhs/Km².

5.2.3 SCOPE & LIMITATION

a) Drilling in Kustore Block (of which Kustore Colliery is a part) at 400 m interval in grid pattern would not be possible because of the extensive U/G workings in the upper seams, subsidence and fire in part of the area which affected the selection of boreholes at desired locations and in the grid pattern.

b) It is not possible for BCCL to carryout the detail correlation survey of all the existing and the old U/G colliery workings in relation to surface features and bore holes, hence an amount of approximation exists in the geological data for the areas where seams have been developed by U/G method.

c) It has not been possible to precisely delineate the incrop position of seams because of extensive goaf, quarry, fire and subsided grounds which have severely affected the original topography.

- Faults of less than 5 m throw have not been interpreted unless there is a positive evidence of borehole / mine data. Possibility of existence of faults of throw less than 5m can not be ruled out.
- Geological Reserve of coal seams have been provided by BCCL officials and the same have been incorporated.

5.2.4 GEOLOGY OF THE MINING BLOCK

[Brief description of the geology of the abandoned/ derelict mine/ project concerned]

a) Geological Succession

The coal bearing rocks of Barakar Formation of lower Permian age (Gondwana) occur in the block under a thin cover of soil / alluvium of about 5 to 10 m thickness. Few hard rock exposures are also observed at places within the area.

The exploration carried out in the block has revealed the existence of as many as 25 coal seams of over 0.50 m thickness from XVI Top to I Bottom seams. Of these, XVI Top to XIV seams incrop within the area and rest of the seams occur at depth.

b) Description of Formations

Coal bearing rocks of Barakar Formation occurring within the block consists predominantly of sandstones of varying grain size, grey and carbonaceous shales and coal seams. The cycle of sedimentation shows sandstone succeeded by intercalated zones of sandstone and shale, followed by grey and carbonaceous shale and finally by coal seam. This cyclic succession repeats itself resulting in number of cyclothems. In some cases, however, the coal is preceded immediately by sandstone, suggesting variation in the cycle. Generally the sequence between the assessed coal seams is predominantly arenaceous.

Dolerite and Mica Peridotite dykes have been found to impregnate the coal seams within the block. While the effect of Dolerite is limited on the coal seams, the Mica Peridotite have extensively devolatilised the coal seams converting them to Jhama. The famous Star dyke and a dyke near borehole No. KST-9 and HB-13 (adjoining borehole) are dolerite dyke. The Mica peridotite dyke, which has severely affected the coal seams to a varied extent is located near the boreholes KS-21, 22(adjoining borehole) and KST-6 & 10.

i). Dip and strike

[Brief description of the general dip and strike of the formations with special structural features, if any]

The general strike of the formation in the assessed area is NW-SE. The dip varies from 5° to 8° towards south west.

ii). Incrop/ Outcrop of coal seam(s)

[Indicate incrop and/ or outcrop of coal seams on the geological plan]

Coal seams XVI Top to XIV incrop in the lease hold area of the mine .

iii). Coal seam(s)

The generalised sequence and thickness of existing coal seam(s) and intervening parting(s) in descending order are shown in the table below.

Seam/ Parting (Colliery name)	Seam/ Parting (Geological name)	Thickness Range (m)			Quality/ Grade of seam (Av.)**	Depth Range of seam (m)		Thickness of in-seam bands/ intrusives, if any (m)	Status of working of seam*
		Min.	Max.	Avg .		Min.	Max.		
	XVI T	-	0.88	-	W-IV	Incrop			Given in Chapter 5.1.3 (6)
	P	-	12	-					
XVI	XVIB	-	0.41	-	S-I				
P	P	-	52	-					
XVA	XVA	0.30	2.40	-	W-III -	Incrop	115		

Seam/ Parting (Colliery name)	Seam/ Parting (Geological name)	Thickness Range (m)			Quality/ Grade of seam (Av.)**	Depth Range of seam (m)		Thickness of in-seam bands/ intrusives, if any (m)	Status of working of seam*
		Min.	Max.	Avg .		Min.	Max.		
					Ungraded				
P	P	25	37	-					
XV	XV	3.93 (C+J +MP)	8.85 (C+J+ MP)	-	Partly Pyrolitised	Incrop	155		
P	P	43	56	-					
XIV	XIV	4.72 (C+J +MP)	9.80 (Jhama)	-	Mostly Burnt	Incrop	215		
P	P	3	19	-					
XIII	XIII	2.38	7.94	-	S-II to Ungraded	20	230		
P	P	7	24	-					
XII	XII	2.35	5.00	-	S-I to W-II	60	245		
P	P	1	12	-					
XI	XI	4.70	7.95 (C+J+ MP)	-	W-i to W-II	65	255		
P	P	4	26	-					
10A	XA	0.19	1.22	-	W-I to Ungraded	70	285		
P	P	5	44	-					
10	IX/X	6.65	13.09	-	W-III to W- IV	100	335		
P	P	0.7	37	-					
9A	VIIIA	0.30	1.35	-	W-III to W- IV	110	355		
P	P	15	36	-					
9	VIII	2.85	6.34	-	W-IV to Ungraded	145	395		
	P	10	21	-					
	VII	0.75	2.95	-	D to G	155	415		
	P	6	25	-					
	V/VI	2.95	9.70 (Jh+MP)	-	W-III to W- IV, E	175	445		
	P	15	29	-					
	IVT	2.80	9.75	-	E-G	220	475		
	P	13	31	-					

Seam/ Parting (Colliery name)	Seam/ Parting (Geological name)	Thickness Range (m)			Quality/ Grade of seam (Av.)**	Depth Range of seam (m)		Thickness of in-seam bands/ intrusives, if any (m)	Status of working of seam*
		Min.	Max.	Avg .		Min.	Max.		
	IVB	4.19	5.97	-	D-E	240	505		
	P	11	23	-					
	III	6.38	9.00	-	E-F	255	525		
	P(III & II/IIT)	19	30	-					
	IIT	3.40	-	-	E-F				
	P	1	-	-					
	IIB	1.65	-	-	E-F				
	II	2.45	8.45 (J+MP)	-	E-G	275	540		
	P(II & I/II)	3	9	-					
	IT	2.45	3.74	-	B-E	295	550		
	P	2	10	-					
	I B	0.47	1.50	-	C				
	I	2.65	3.74	-	C-D	295	550		

* - Status of working of seams are given under Chapter – 5.1.3 (6).

** - Grade of coal only/unburnt portion only has been considered.

iv). **Faults**

[Brief description about the number of faults in the concerned mine lease with available pertinent details in the table below]

Based on criteria such as omission of coal seams, reduction of parting between two known horizons, encountering of fractured and slickensided cores in boreholes and mine data, 9 nos. of faults have been deciphered in the Kustore Colliery leased area. In addition to these, possibility of existence of minor faults (throw < 5m) cannot be ruled out within the area.

Details of faults located within the leasehold area of Kustore Colliery is as follows :

Sl. No.	Fault	Location of the fault	Strike and dip of the fault	Throw of the fault (m)	Nature & Evidence
1.	F1 –F1	Located in south western corner of the area near BH HB-13.	NW-SE/ 60°	20 m SW	i) Oblique fault. ii) Reduction in parting between XV & XIV seam in BH No. KST-9.
2.	F3-F3	Located in SW	NW-SE/ 75°	10 m/SW	i) Oblique fault.

Sl. No.	Fault	Location of the fault	Strike and dip of the fault	Throw of the fault (m)	Nature & Evidence
		corner.			ii) Encountered in mine working of XVI seam.
3.	F5-F5	Located in western side of the area, near BH No. KST-4	ENE-WSW/ 80°	5 m/NNW	i) Oblique fault. ii) Encountered in mine working of XVA & to IX/X seam.
4.	F6-F-6	Located in Eastern portion of the area.	NE-SW/60°	4 m/NW	i) Dip fault. ii) Encountered in mine working of IX/X .
5.	F7-F-7	Located in Eastern part of the area.	NE-SW/60°	5 m/SE	i) Dip fault. ii) Omission of seam is XII in KS-22. iii) Encountered in mine working of IX/X seam.
6.	F8-F8	Located in North-Eastern side of the area near BH No. KST-10.	WNW-ESE/ 60°	11 m/NNE	i) Oblique fault. ii) Floor of V/VI faulted in KST-10. iii) Encountered in mine working of IX/X seam.
7.	F11-F11	Located in North-Western corner. Extended from Kenduadih Colliery.	NW-SE/ 60°	9 m/SW	i) Strike fault.
					ii) Encountered in mine working of IX/X seam.
8.	F13-F13	Located in North-Eastern side.	NW-SE/ 60°	8 m/NE	i) Strike fault. ii) Encountered in mine working of IX/X seam.
9.	F14-F14	Located in eastern side of the area.	NW-SE/ 60°	5 m/SW	i) Strike fault. ii) Encountered in mine working of IX/X seam.

v). Intrusives

[Brief description of nature and extent of intrusives, if any]

The igneous intrusions are in the form of mica-peridotite. The centrally located dyke locally called "Star-dyke" has four off shoots at almost right angle to each other having varying length from 0.6 Km to 0.8 Km and of thickness varying from 4 m to 40 m. Another 16 m thick dyke trending NE-SW and located near the boreholes KST-6 and KST-10 outcrops for a strike length of about 1 km distance.

Although existence of sills have not been observed, the extensive burning of few seams, in particular seam XIV, indicates the presence of one or more sills in the area.

vi). Other geological disturbances

[Brief description of other geological disturbances, if any]

No other geological disturbances have been reported by the mine.

vii). Immediate roof and floor of coal seam(s)

[Brief description of the type and nature of immediate roof and floor of coal seam(s)]

The brief description of the type and nature of immediate roof and floor of various coal seam(s) are as follows :

<i>Seam</i>	<i>Roof Rock</i>	<i>Floor Rock</i>
XVA	Intercalation of shale and sand stone & Sandy Shale	Intercalation . & Sandy Shale at places
XV	Mainly Shale, at places intercalation	Mainly shale, at places intercalation
XIV	Shale and Carb. Shale mainly	Shale & Sandy Shale, at places Carb. shale
XIII	Shale & Sandy shale, at places Carb. Shale and Intercalation	Predominantly by Shale, Sandy shale or Carb. Shale, at places intercalation
XII	Mainly shale, Carb. Shale & intercalation Occasionally.	Mainly Sandy Shale and intercalation.
XI	Fine to Medium grained sand stone., intercalation at places carb. Shale & shale.	Intercalation & Sandy Shale.
XA	Sandy Shale mainly Medium grained Sandstone & intercalation, at places.	Mainly Shale & Grey Shale, Medium grained Sandstone at places.
IX/X	Predominantly Fine to medium grained sandstone.	Sandy shale / Grey shale, Carb. Shale at places.
VIIIA	Grey Shale / Carb. Shale, Sandy shale / intercalation, at places.	Sandy shale or intercalation.
VIII	Fine to Medium grained Sandstone., intercalation / Sandy Shale at places.	Shale & Sandy Shale mainly.
VII	Mainly Medium grained Sandstone, at places intercalation.	Shale or Carb. Shale predominantly, intercalation at places.
V/VI	Mainly fine grained to Medium grained .Sandstone.	Predominantly Medium grained Sandstone, at places Sandy Shale.
IVT	Predominantly Medium grained Sandstone	Medium grained to coarse grained Sandstone, Sandy Shale at places.
IV Bot	Medium grained to coarse grained Sandstone	Fine to Medium grained Sandstone
III	Mainly Carb. Shale.	Carb. Shale Sandy Shale at places.
II	Shale or carb. Shale, medium grained Sandstone at places	Shale or carb. Shale, fine to medium grained Sandstone occasionally
I T	Medium grained to coarse grained Sandstone	Sandy Shale or intercalation.
I B	Sandy Shale	Sandy Shale.

viii). *Physico-mechanical properties*

[Available results of physico-mechanical properties of roof and floor rocks and the coal seam(s) within the concerned mining block]

Not available.

ix). Petrographic analysis

[Available results of proximate and ultimate analyses of each coal seam within the concerned mining block, if available]

No petrographic study has been done.

x). Gassiness of coal seam(s)

[Degree of gassiness of the coal seam(s) concerned to be indicated along with the definition of the same as per Coal Mines Regulations]

The mine is of Degree-I gassiness.

Gassiness of Seams as per CMR 1957:

“Gassy seam of First degree “ means a coal seam or part thereof lying within the precincts of a mine not being an opencast working in which the rate of emission of inflammable gas per tonne of coal produced does not exceed one cubic metre.

xi). Water regime

a. Hydrology

b. Hydro-geology

[Brief description of the hydrology and hydro-geology of the concerned mining area]

Not available.

xii). Incubation period of coal seam(s)

[Incubation period of each coal seam to be indicated - where it is not known, the incubation period of the same seam in neighbouring mines should be given. History of spontaneous heating/ mine fire in the mine/ project concerned or in neighbouring mines to be indicated.]

The incubation period of X seam is 2 years. There is no history of spontaneous heating in this mine. However, XIII, XIV seams in North Kustore Section and XV seam in Kustore East Section are affected with Quarry fire.

xiii). Cavability of coal seam(s)

[Brief description of cavability characteristics of various coal seams under consideration]

In past, depillaring with caving has been done in some of the panels in XVI, XVA, XV, XIII, XII and XI seams. No problem in caving of roof was reported.

xiv). Important surface features

[List of important surface features within the concerned mining block which have substantial influence on the mining operation of the block]

Following important surface features are present within the lease hold area of Industry Colliery.

1.	Kari Jore
2.	Company quarters, Regional Hospital of BCCL.
3.	Jharia-Kendua DB Road
4.	Simlabahal Basti and Private houses
5.	JC Main Railway Line
6.	Railway Siding

xv). Major constraints

[Major constraints (both surface & underground) within the concerned mining block which have negative influence on the mining operation of the block]

a. Surface constraints

The major surface constraints having influence on mining operation are discussed under Chapter 5.2.4 (b) (xiv). Apart from the above surface constraints the abandoned XIII&XIV seam Quarry in North Kustore Section and abandoned XV seam OCP in Kustore East section are affected with fire. These Quarry fires are advancing below ground through connected galleries and affecting the stability of Kari Jore and Private Basti.

b. Underground constraints

Part of the working in XI/XII seams are standing on pillars (SOP) and are waterlogged. The XI/XII seam galleries are reported to be collapsed and inaccessible at present. X seam has also been developed and standing on pillars in large area. These developed workings are waterlogged. The X seam galleries are also reported to be collapsed and inaccessible at present.

5.2.5 RESERVE OF COAL

i). Balance mineable reserve

[Details of remaining mineable reserve (grade-wise) of each coal seam with mineable area marked on the working plan/ abandoned mine plan of respective coal seam]

Mineable Reserves have not been assessed as it would depend on selection of the method of work by the successful JV bidder. However, seam-wise balance geological reserves assessed by the mine authority for worked seams and geological reserves for virgin seams estimated on the basis of average seam thickness and grade (for sp. Gravity) basis are given below :

Seam	Geological Reserves * (MT)
XVI-XI	All the seams are exhausted, Only XIV seam is jhama and has not been worked.
X	10.33
VII/VIII	27.73
V/VI	34.10
IV (T)	25.21
IV (B)	18.10
III	27.61
II	15.36
I (T)	10.64
I (B)	5.69
Total	174.77

* - The Geological Reserves are supplied by the colliery.

5.3 PRESENT STATUS OF THE ABANDONED/ DERELICT MINE/ COLLIERY

5.3.1 MINE ENTRIES

[Details of mine entries (existing/ abandoned/ presently being driven/ proposed to be driven and expected to be completed before the execution of contract) including dimensions, length/ depth, purpose, support system, installation details (capacity of container, in case of shafts, should also be indicated), etc.]

The details of mine entries are as below :

Name	Type(existing/ abandoned/ proposed)	Sunk upto	Dimension		Remark
			Depth (m)	Dia./ X- secn.	
Kustore North					
1 Pit	Existing	IX (Geo-VIII)	243.97	4.8	Electric winder, 75 KW in running condition
10 Pit	Existing	IX (Geo-VIII)	241.40	4.8	Electric winder, 75 KW in running condition
11 Pit	Existing	XI	139.49	4.8	No winder,Fenced at the top and partly covered.
Kustore South					
4 Pit	Existing	X	260	4.8	Electric winder, 112 KW in running condition
5 Pit	Existing	X	260.64	4.3	Electric winder, 112 KW in running condition
Kustore East					
3 Pit	Existing	XII	143.85	4.8	Steam winder, 75 HP available but not in running condition
4 Pit	Existing	XII	146.90	4.8	Steam winder, 75 HP available but not in running condition
North Kustore	No outlets available.				

5.3.2 MINING METHOD

[Brief description of the method of mining (seam-wise) prevalent in the concerned abandoned/ derelict mine at the time of its abandonment/ discontinuation along with

- *DGMS permissions, if available, regarding method of work, workings near faults etc.*
- *General dimensions of panels/pillars/galleries*

- *Maximum depth and inclination up to which the seams have been worked*
- *History of fire and/ or explosion (if any) in working panels etc.}*

Letter from DGMS for permission of work is available with Mine. Letter from DGMS regarding closure of work (Section 22 (3)) is also available with the mine.

At the time of abandonment , Development of IX seam (Kustore North Section) and Depillaring (Stowing) of XI seam were going on in Kustore East Section. The salient features of the working are as below :

Seam	Dip	Production Outlet	Method of Work	Pillar Size (mXm)	Gallery Size (WidthXHeight)	Apprx. Depth of working (m)
IX	1 in 6 to 1 in 10	1 Pit (Kustore North)	B&P Dev. Manual	40 X 40	4.8 X 3.0	245
XI/XII	1 in 10	4 Pit (Kustore South)	B&P Dep. (Stowing) (Manual)	30 X 30	4.5 X 3.0	160

5.3.3 STATUS OF MINING (SEAM WISE)

[Brief description of Mining activity in the mine leasehold - past & present status and seam-wise extent of working (if any)]

The seam-wise brief description of mining activities in different seams in different sections of Kustore Colliery are discussed in Chapter 5.1.3 (6).

5.3.4 INFRASTRUCTURE AVAILABLE

i). Land

[Availability of company acquired land, if any]

The total surface area of Kustore Colliery is 252.71 Ha. Out of this only 223.26 Ha is BCCL land and 29.45 ha is Non-BCCL Land .The quantity-wise break-up of land is given in Chapter 5.1.7.

ii). Roads and culverts

[Status of the existing roads and culverts from their reusability point of view]

There is network of District Board (DB) and Colliery roads available in the colliery. Sufficient number of culverts are also available. These roads and culverts may be utilised in future as per the requirement.

iii). Plants and machinery

[Status of the existing plants and machinery, if any, which can be reused]

The following Plant and Machinery are available in the mine that can be reused in future.

Sl. No.	Item	Quantity
1	CHP	1
2	Pumps	13
3	Winder (Electric)	4
4	Main Fan	2
5	Tugger	1

iv). Power supply and distribution

[Details of the existing power supply arrangement in the concerned abandoned/ derelict mine indicating the source(s) of power supply, supply voltage, availability of power from the nearby sub-station & distance from the proposed mine leasehold, main transformer capacity, etc. (if any). A schematic diagram of the available power supply system to be included with pertinent details.]

The Salient parameters of power supply system of Kustore Colliery is as below :

Sl. No.	Parameter	Detail/ Quantity
1	Source of power supply	DVC, Byhalgora Sub-station
2	Supply Voltage	11KV
3	Distance of the source station from the mine sub station	3 Km. (Apprx.)
4	Total transformer capacity	6350 KVA
5	Spare capacity, if any	NIL

v). Water supply and sewerage

[Facilities available for supply of clean water for both industrial and domestic uses and status of the existing water supply and sewerage, if any, which can be reused]

Drinking water is supplied from MADA (200 KLD). For other miscellaneous domestic use pit water is supplied.

vi). Service and residential buildings

[Indicate the status of the existing service and residential buildings which can be brought into use in case the abandoned/derelict mine is made operative]

Service buildings like Office, store, workshop, Hospital, winding engine room, magazine etc exist in the mine. Residential buildings like Bungalows, staff quarters, labourers quarters are available. The break-up of the quarters are as below :

Sl. No.	Type	No.
1	Officers	20
2	Staff/Miners type	1065
Total		1085

The existing manpower strength of the mine is 150. After closure of the mine , the manpower were transferred to other mines of the Area/BCCL. However, those transferred manpower have retained their residences at the colliery premises and as such there is no vacant quarter in the colliery that can be used by JV partner.

vii). Furniture and fittings

[Status of the existing furniture and fittings, if any, which can be reused]

Furniture in office are available as per the present requirement.

viii). Coal handling plant

[Indicate the status of the existing coal handling system like bunkering capacity, loading arrangement, etc., if any, which can be reused]

Coal Handling Plant exists in running condition. The capacity of the CHP is about 3500 TPD. At present production from Rajapur OCP (Kustore Area) and Kusunda Area is linked to this CHP . The CHP is fully loaded and there is no spare capacity left in this CHP.

ix). Railway siding

[Indicate the status of the existing railway siding, if any, which can be reused]

Railway Siding exists in running condition in Kustore South Section. The CHP is adjacent to the siding. This may be utilized in future.

x). Other existing infrastructures

a. Pit/ incline top arrangements- It exists at 1&10 Pits in Kustore North Kustore and 4&5 Pits in Kustore South.

b. Pit/ incline bottom arrangements- It exists at 1&10 Pits in Kustore North .

c. Fan drifts and fan house- It exists at Kustore North (No.1 Pit), Kustore South(No.4 Pit), Kustore East (No.4 Pit). However, fan drift in North Kustore (No.1 Pit) is in use and at other places they are not in use.

d. Sand stowing plants (inclusive of sand bunker, reservoir, mixing chamber etc.) – Sand stowing plants are available but they require renovation before they are put to use . The details of sand stowing installations available in Kustore colliery are as below

Location	Sand Bunker Capacity (m ³)	Water Reservoir Capacity (gpm)	Mixing chamber
Kustore North Section (Near 1 Pit)	600	10000	Available
Kustore South Section (Near 5 Pit)	600	10000	Available
Kustore East Section (Near 3 Pit)	800	100000	Available

e. Vehicle

[Indicate the status of the existing infrastructures, if any, which can be reused]

One number of tipper & four water tankers are available in the mine. They may be reused.

5.3.5 CIVIL AMENITIES FOR MINING

[Details of civil structures like mine office building, guest-house, residential buildings, water filtration plant (for supplying drinking water belowground), etc]

Civil structures like mine office building, guest house, residential buildings are available. There is no water filtration arrangement in the mine. The details of residential buildings are given in Chapter 5.3.4 (vi).

5.4 LOCATION OF FINAL COAL DESTINATION AT SURFACE

[On reopening, salvaging, rehabilitating, developing and operating the proposed abandoned/ derelict underground coal mine, the JV Company so formed will have to supply coal of guaranteed quantity and quality to the Company as per the time schedule quoted by the Successful Bidder, as a JV partner, at a specific point on the surface. The location of the final coal destination at the surface is to be mentioned.]

The production from the mine may be linked to railway siding located in Kustore South Section for onward transport. However, the widening of the siding may be required for stocking of additional production.

6. TENDER DRAWINGS

6.0 LIST OF DRAWINGS

7.0 LIST OF DRAWINGS

Sl. No.	Particular	Plate No.
1	Location Plan	1
2	Surface Plan	2
3	Geological Plan	3
4	Borehole Lithologs	4
5	Seam working plan of XVI seam	5
6	Seam working plan of XVA seam	6
7	Seam working plan of XV seam	7
8	Seam working plan of XIV seam	8
9	Seam working plan of XIII Seam	9
10	Seam working plan of XII seam	10
11	Seam working plan of XI seam	11
12	Seam working plan of X seam (Top section)	12
13	Seam working plan of X seam (Bottom section)	13
14	Seam working plan of VIII seam	14

8. FORMATS AND ANNEXURES

FORMATS

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

<.....> Limited,

.....

.....

WHEREAS _____ [name and address of Bidder] (hereinafter called "the Bidder") shall be submitting its Bid dated _____ [date of the Bid] for the work. _____ [name of the work] (hereinafter called "the Bid").

KNOW ALL MEN by these present that we, _____ [name of the bank] of _____ [name of the country] _____ having our registered office at [address of the bank] (hereinafter called "the bank"), are bound unto the <..... Limited>, <.....address, > (hereinafter called "the Company") for the sum of [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Company the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 20____.

We, _____ [name of the bank] undertake to pay to the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand. The Company has to only mention that the amount claimed by it is due to the occurrence of any one or both the conditions mentioned in 1 and 2, given hereafter, specifying the occurred condition or conditions.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Company on the bid form.
2. If the Bidder withdraws, having been notified of the acceptance of its bid by the Company during the period of Bid Validity,
 - a) by failing or refusing to execute the Contract Agreement when required, or
 - b) by failing or refusing to furnish the Performance Security in accordance with the Bid conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED / SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

<.....> Limited,

.....

.....

In consideration of the <..... Limited>[Name of CIL/Subsidiary Company], having its Registered office at <.....> [CIL Subsidiary Company headquarters] (hereinafter called to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ [Name & Address of the Selected Bidder, on being selected as a JV (Joint Venture) partner] (hereinafter called to as "Successful Bidder" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ [Name of the Work] by issue of Letter of Award No. _____ [Work Order/Letter of Intent No.] and the same having been unequivocally accepted by the Successful Bidder resulting into a "Back-up Agreement" dated _____ valued _____ [contract value of Work] (hereinafter called 'the Contract') and the Company having agreed to accept Performance Bank Guarantee of _____ [amount in figures and words] from a Nationalized/ Scheduled Bank for due performance of the work executed by the Successful Bidder as per the terms & conditions contained in the said Contract.

We, _____ [name of the Bank], of _____ [address of the Bank] (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Company immediately on demand and or, all money payable by the Successful Bidder to the extent of _____ [amount of guarantee in figures and words], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Successful Bidder. Any such demand made by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Successful Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Successful Bidder. The Company shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Successful Bidder, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Company and the Successful Bidder or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Company or any other indulgence shown by the Company or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Successful Bidder and notwithstanding any security or other Guarantee that the Company may have in relation to the Successful Bidder's liabilities.

Dated this _____ day of _____, 20__ at _____

For and on behalf of the Bank

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

PROFORMA FOR INTEGRITY PACT

(To be submitted along with Part-I: Techno-Commercial Bid)

INTEGRITY PACT

Between

<.....Limited> hereinafter referred to as "The Principal"

and

<.....> hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for <.....>. The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal cooperates with the international Non Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members or any other person acting on his behalf, with in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. He/she commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder will not enter with other Bidders into any agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission in the bidding process.
 3. The Bidder will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 4. The Bidder will, when presenting his bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 5. The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder can prove that he/she has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the T1 approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Subcontractors

1. The Bidder undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/ Subcontractors

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

Section 8 – External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his function neutrally and independently. He/she reports to the chairperson of the Board of the Principal.
3. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder /Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual-relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other suitable relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/ Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible

action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. <.....>.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder

Place:
Date.....

Witness 1:
.....
Witness 2:
.....

[NOTE: In case of consortium as a bidder, the lead member of the consortium will be the signatory on the contract only provided other members of the consortium legally authorize the lead member in writing to do so.]

PROFORMA FOR "BACK-UP AGREEMENT"
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No.:

Dated:

.....

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 200__ between <..... Limited>, a Subsidiary of Coal India Limited, Govt. of India Undertaking, a Company registered under the Indian Companies Act. 1956 with its registered office at <.....> and (hereinafter referred to as the Company which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as the "Selected Bidder" (and upon signing this agreement, referred to as the "Successful Bidder") which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Company invited bid for the Work " _____ " and the bid of the Successful Bidder has been accepted by the Company vide their Letter No _____ dated _____ to be a JV (Joint Venture) Partner of the Company.

WHEREAS the Successful Bidder, on being selected as a JV Partner, has agreed to reopen, salvage and rehabilitate the abandoned/derelict underground coal mine <.....> (Name of the coal mine) and construct, develop and operate the salvaged coal mine, with due regard to safety of personnel and the property, including surface structures belonging to third parties.

WHEREAS the Successful Bidder, on being selected as a JV Partner, has agreed to sign a Joint Venture Agreement with <.....> (Name of CIL Subsidiary Company) within 60 (sixty) days from the date of signing this contract.

WHEREAS the Successful Bidder, after execution of the JV Agreement as a JV partner, has agreed to form a Joint Venture (JV) Company 1956 with <.....> (Name of CIL Subsidiary Company) and register the same under Company's Act within 60 (sixty) days of signing the JV Agreement, and on formation of the JV Company, the Successful Bidder, as a JV partner, agreed to supply coal on the terms and conditions as stipulated in the Bid and subsequent amendments thereto. The JV Company so formed will execute "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" in capacity of a JV Partner of the so formed JV Company on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a Contract value of _____ [Contract value in figure & words] for successful completion of the work.

WHEREAS the Successful Bidder, in capacity of a JV Partner of the so formed JV Company, has agreed that the successful bidder will have no protest or demur for fulfilling the "Contract Agreement" on the terms & conditions as stipulated in the Bid and subsequent amendments for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the Contract value of _____ [Contract value in figure & words] in accordance with the terms & conditions of this contract and/or such sum as may be payable to the JV Company formed by the Successful Bidder, the Successful Bidder as a JV partner shall upon and subject to the said terms & conditions execute and complete the work as described in the 'Scope of work'.
2. The time shall be considered as one of the essence of the contract. The duration of the contract and the time schedule for completion of various activities shall be as per the agreed conceptual scheme.
3. The Successful Bidder has agreed to reopen, salvage and rehabilitate the abandoned/derelict underground coal mine <.....> (Name of the coal mine) and construct, develop and operate the salvaged coal mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties
4. The Successful Bidder, as a JV partner, shall produce coal by exploitation of coal reserves available in the abandoned or derelict mine and supply a guaranteed quantity of coal annually during the commercial production period on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for successful completion of the work.
5. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
6. This final agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Company and the Successful Bidder. And each shall be read and construed as an integral part of the Contract

Part	Description of Documents
01.	Tender Notice
02	Instructions to Bidders
03	Forms of Bid and Qualification Information
04	Conditions of Contract
05	Mine profile
06	Tender Drawings
07	Scope of work, Time schedule and Form of price bid
08	Proforma for Bank Guarantees for Bid security & Performance security, Integrity Pack, and Proforma for "Back-up Agreement" and for "Reopening, Salvaging, Rehabilitation, Operation & Coal Supply Agreement", and Annexure, &
09	Proforma for Undertaking.

7. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at <.....> on the day, month and year written as above

SIGNED, SEALED AND DELIVERED

.....
Signed on behalf of the Selected Bidder
Designation:

.....
Signed on behalf of the Company
Designation:

In the presence of:

WITNESS – 1:

(Signature)

(Name in Block Letters)

Official Address:

WITNESS – 2:

(Signature)

(Name in Block Letters)

Official Address:

[NOTE: In case of consortium as a bidder, the lead member of the consortium will be the signatory on the contract only provided other members of the consortium legally authorize the lead member in writing to do so.]

**PROFORMA FOR REOPENING, SALVAGING, REHABILITATION, OPERATION
AND COAL SUPPLY AGREEMENT (i.e. THE CONTRACT AGREEMENT)**
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No.:

Dated:

.....

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 200__ between <..... Limited>, a Subsidiary of Coal India Limited, Govt. of India Undertaking, a Company registered under the Indian Companies Act. 1956 with its registered office at <.....> and (hereinafter referred to as the **Company** which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the **Joint Venture (JV) Company**" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Company invited bid for the Work " _____ " and the bid of the Successful Bidder has been accepted by the Company vide their Letter No _____ dated _____ to be a Joint Venture Partner of the Company.

WHEREAS, the Successful Bidder, on being selected as a JV Partner, has signed a Joint Venture Agreement with the Company vide JV Agreement No. _____ dated _____ for the work (as meant in Para 4.1.1 of Chapter-4 of the bid document) for a Contract value of _____ [Contract value in figure & words].

WHEREAS the Successful Bidder, after execution of the JV Agreement as a JV partner, has formed the Joint Venture (JV) Company namely <.....> with <.....> (Name of CIL Subsidiary Company) and registered the JV Company under Company's Act 1956 vide Registration No. _____ dated _____.

WHEREAS the <.....> (Name of JV Company) has agreed to reopen, salvage and rehabilitate the abandoned/derelict underground coal mine <.....> (Name of the coal mine) and construct, develop and operate the salvaged coal mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties.

WHEREAS the JV Company has agreed to produce and supply coal to the Company by exploitation of coal reserves available in the aforesaid abandoned or derelict underground coal mine, and is executing "**Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement**" (to be called as "**The Contract Agreement**" herein after) with the Company on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a Contract value of _____ [Contract value in figure & words] for successful completion of the work. The Successful Bidder, in capacity of a JV Partner of the so formed JV Company, will have no protest or demur for

fulfilling the "Contract Agreement" on the terms & conditions as stipulated in the Bid and subsequent amendments for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the Contract value of _____ [Contract value in figure & words] in accordance with the terms & conditions of this contract and/or such sum as may be payable to the JV Company, the JV Company shall upon and subject to the said terms & conditions execute and complete the work as described in the 'Scope of work'.
2. The time shall be considered as one of the essence of the contract. The duration of the contract and the time schedule for completion of various activities shall be as per the agreed conceptual scheme.
3. The JV Company shall reopen, salvage and rehabilitate the abandoned/derelict underground coal mine <.....> (Name of the coal mine) and construct, develop and operate the salvaged coal mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties.
4. The JV Company shall produce coal by exploitation of coal reserves available in the abandoned or derelict mine and supply a guaranteed quantity of coal annually to the Company during the commercial production period on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for successful completion of the work.
5. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
6. This final agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Company and the JV Company. And each shall be read and construed as an integral part of the Contract

Part	Description of Documents
01.	Tender Notice
02	Instructions to Bidders
03	Forms of Bid and Qualification Information
04	Conditions of Contract
05	Mine profile
06	Tender Drawings
07	Scope of work, Time schedule and Form of price bid
08	Proforma for Bank Guarantees for Bid security & Performance security, Integrity Pack, and Proforma for "Back-up Agreement" and for "Reopening, Salvaging, Rehabilitation, Operation & Coal Supply Agreement", and Annexure, &

7. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at <.....> on the day, month and year written as above

SIGNED, SEALED AND DELIVERED

.....
Signed on behalf of the JV Company
Designation:

.....
Signed on behalf of the Company
Designation:

In the presence of:

WITNESS – 1:

(Signature)

(Name in Block Letters)

Official Address:

WITNESS – 2:

(Signature)

(Name in Block Letters)

Official Address:

ANNEXURE

ANNEXURE-I

SAMPLE LIST OF PLANT & MACHINERY

The information required from the bidder is shown below which the bidders have to submit. This information will form part of documents for technical evaluation of bids submitted. Additional equipment other than the sample list (if any) may also be furnished by the bidder.

1. FOR MINING BY UNDERGROUND (UG) METHODS

A. Sample List of Face Equipment

1. Coal winning machinery:
 - a) Continuous Miner
 - b) Shearer
 - c) Road header
 - d) others, specify
2. Coal loading machinery:
 - a) Side Discharge Loader
 - b) Load haul dumper
 - c) Others, specify
3. Face transport machinery:
 - a) Pony Belt Conveyor
 - b) Chain Conveyor
 - c) Face haulage system
 - d) Others, specify
4. Face drilling machinery:
 - a) Coal drills
 - b) Compressed air drills
 - c) Universal Drilling Machine
 - d) Roof bolter
 - e) Others, specify
5. Face support machinery:
 - a) Powered Supports for longwalls
 - b) Roof bolter & roof bolts
 - c) Props (of various types)
 - d) Cogs/ Chocks (of various types)
 - e) Cable bolts
 - f) Others, specify
6. Exploders
7. Face pumps
-
-

B. Sample List of Ventilation and Safety Equipment

1. Main mechanical ventilators
2. Auxiliary fans
3. Ventilation ducting
4. Ventilation survey equipment
5. Fire fighting and other safety equipment
6. Cap lamps and battery charger
7. Self rescuers with rack
8. Survey equipment
9. UG safety boring machine
10. Anchorage testing machine
-

C. Sample List of Underground Transport Equipment

Gate Transport

1. Gate-belt conveyors with drive-head, tail-end, structures, rollers, idlers, etc.
2. Direct, endless and/or tugger haulage with electrical and required accessories
3. Rails
4. Haulage ropes
5. Transfer points, chutes, etc.
-

Trunk Transport

1. Trunk-belt conveyors with drive-head, tail-end, structures, rollers, idlers, etc.
2. Direct, endless and/or tugger haulage with electrical and required accessories
3. Rails
4. Haulage ropes
5. Transfer points, chutes, etc.
-

2. FOR MINING BY OPENCAST (OC) METHODS

A. Sample List of HEMM (Heavy Earth Moving Machinery)

1. Shovels/ Back-hoes
2. Draglines
3. Rear Dumpers
4. Drills
5. Dozers
6. Graders
7. Water sprinklers
-

3. FOR MINING BY UNDERGROUND (UG) / OPENCAST (OC) METHODS

D. Sample List of Electrical and Communication Equipment

1. Equipment at main sub-station

2. Equipment for UG/ OC power distribution
3. Equipment and fittings for illumination
4. Testing and maintenance equipment
5. Overhead lines and cables
6. Township electrification
7. Communication and EDP System
8. Other miscellaneous electrical items
-

E. Sample List of Workshop Equipment

1. Lathe
2. Shaper
3. Grinder
4. Drill machine
5. Welding machine
6. Hydraulic press
7. Hydraulic test bench set
8. Electric hoist
9. Tools and tackles
-

F. Sample List of Equipment for Pumping System

1. Pump-sets with drive, discharge and head
2. Pipes of various types, sizes, etc.
3. Pump and pipe fittings
-

G. Sample List of Equipment for Coal Handling Plant

1. Belt conveyors with drive-head, tail-end, structures, rollers, idlers, etc.
2. Feeder breakers
3. Vibratory screens
4. Dust suppression system
5. Road weighbridge
6. Fire fighting system
7. Transfer, truck/ rack loading system
8. Crushers (for OC mining)
-

INFORMATION REQUIRED FROM BIDDER

FOR ELECTRICAL WINDING ENGINE (FOR MINING BY UG METHODS)

The information required from the bidder is shown below which the bidders have to submit. This information will form part of documents for technical evaluation of bids submitted.

A. GENERAL :

- | | | |
|----|---|---|
| 1. | Type of winding | : |
| 2. | Depth of wind | : |
| 3. | Normal hoisting time | : |
| 4. | Duty | : |
| 5. | Maximum unbalanced load to be hoisted | : |
| 6. | Hoisting time during which maximum unbalanced load is to be handled | : |
| 7. | Conveyance to be used | : |
| 8. | Winding speed: | |
| | i) Maximum Speed | : |
| | ii) Normal hoisting speed | : |
| | iii) Speed during hoisting of heavy material | : |
| | iv) Inspection speed | : |
| 9. | Other hoisting situation | : |

B. WINDING ROPE

- | | | |
|---|--|---|
| i) Type | | |
| ii) Diameter | | : |
| iii) Weight of rope per m. | | : |
| iv) Minimum breaking strength | | : |
| v) Suspended portion of rope when the conveyance is at its lowest point | | : |

C. WINDER DRUM :

- | | | |
|----|-----------------------------|---|
| 1. | Type of winder | : |
| 3. | Type of drum & No. of drums | : |
| 4. | Diameter of the drum (s) | : |
| 4. | Width of Drum(s) | : |
| 5. | Drum Axle | : |

D. OTHER COMPONENTS :

- | | | |
|----|-----------|---|
| 1. | Gear Box | : |
| 2. | Couplings | : |
| 3. | Bearings | : |

E. ELECTRICALS :

1. Winder drive motor :
2. Supply Voltage & frequency:
3. Motor Circuit :
4. Winder Control Unit :
 - Speed Control:
 - Constant Starting Current:
 - Torque Signal Inversion:
 - Drive/Brake Selection:
 - Dynamic Braking:
 - Protection:
5. Signaling & Communication :
6. Control Desk :
7. HT Switch Board and outgoing Control panel
8. Tests :

F. SAFETY FEATURES :

1. Speed indicators
 - Speed recorder
 - Automatic contrivance
 - Limit switches
 - Protective arrangements to prevent the winder from being started in a wrong direction.
 - Audible signal
 - Inter-locks:
2. Brakes:
 - i) Service Brakes and safety brakes
 - ii) Emergency Brake:
3. Other safety features

INFORMATION REQUIRED FROM BIDDER
FOR MAN-RIDING SYSTEM (FOR MINING BY UG METHODS)

- 1 Type of man-riding
2. Length of road way
3. Maximum gradient of roadway
4. Range of speed
5. Distance between stations
6. System track gauge
7. Distance between two chairs, incase of chair lift
8. Maximum man riding capacity in one direction
9. sheave diameter
10. Rope
11. Rope safety factor
12. Number of boarding/alighting stations required
13. Drive power (kW)
14. Electrical
15. Safety features
16. Lighting, Signaling & Telecommunication Arrangement
17. Other information

INFORMATION REQUIRED FROM BIDDER
FOR HAULAGE (FOR MINING BY UG METHODS)

- 1 Type of Haulage
2. Haul length
3. Maximum gradient
4. Range of speed
5. Maximum load carrying capacity
6. Rail size & gauge
7. Drum diameter & width
8. Rope
9. Rope safety factor
10. Drive power (kW)
- 11 Electrical
- 12 Safety features
- 13 Lighting, Signaling & Telecommunication Arrangement
- 14 Other information

**INFORMATION REQUIRED FROM BIDDER
FOR MASS PRODUCTION TECHNOLOGY PACKAGE (FOR MINING BY UG METHODS)**

The bidder(s) will furnish the following information, which will form part of documents for technical evaluation of bids submitted.

7.1.1 Furnish list of equipment/ machinery offered with 'Proposed Technology Package'

- (a) Make and Model No. of equipment/ machinery;
- (b) Dimensional drawings;
- (c) Detailed specifications;
- (d) Leaflets and literatures;
- (e) Name of country where manufactured;
- (f) Standards followed during manufacturing of electrical and mechanical parts of equipment/ machinery;
- (g) Certificates of inspections/ tests;
- (h) Item-wise list of initial as well as maintenance spares and consumables, their quantities, and whether imported or procured indigenously; and
- (i) Status of DGMS approval for use in Indian underground coal mines.

7.1.2 Furnish detail of the proposed technology substantiated with plans/sketches/drawings etc.

7.1.3 Furnish details of scheme for strata management for face as well as for gate-roads showing detailed calculations.

7.1.4 Furnish the following requirements for deployment of 'Proposed technology package':

- (a) Minimum size of the mine entries and/ or roadways for transporting the equipment/ machinery to the designated location;
- (b) Maximum electrical power demand, with voltage and frequency of supply desired, at the position of the load centre in the panel;
- (c) Requirement of minimum air quantity at the last ventilation connection of the active panel;
- (d) Quantity, quality, and pressure of water required at the tail-end of gate-belt conveyor;
- (e) Minimum capacity of gate-belt conveyor in terms of tonnes per hour required for outbye transport of coal;
- (f) Indicate whether surface stores provided/ proposed to be provided by <Name of mine> is adequate? If not, additional space required should be indicated;
- (g) Indicate whether the workshop facility and equipment provided/ proposed to be provided therein is sufficient? If not, indicate details of additional facility and equipment required; and
- (h) Any other item with details.

7.1.5 Indicate whether

- (a) The size and capacity of gate-belt conveyor and trunk belt conveyor provided/ proposed to be provided by <Name of company> would be compatible with the equipment/ machinery package of the bidder? If no, give reasons and suggest desired modifications.
- (b) The material transport system provided/ proposed to be provided from surface to active workings in the mine is adequate? If no, give reasons and suggest desired modifications.

7.1.6 Indicate whether the surface communication system provided/ proposed to be provided by <Name of company> for the mine is adequate for safe and efficient functioning of the system proposed to be offered by the bidder. If no, give reasons and suggest desired modifications.

7.1.7 Indicate potential hazards, if any, associated with the proposed technology and the proposed measures in order to mitigate them for ensuring safety to men, equipment, and the project.

7.1.8 Furnish details for the following.

- (a) Details of supply of similar equipment made, if any, during the last five years with the corresponding production performance and safety records of the same;
- (b) Details of any accident and/ or equipment failure with precise cause(s) as experienced by the bidder during the last five years in executing similar contract and corresponding corrective measures taken with respect to each of them;
- (c) Brief details of cases, if any, in respect of the clause (b) above pending sub-judice in any International/ Indian Court of Law;
- (d) Brief details of past legal cases, if any, in respect of the clause (b) above; and
- (e) Attested copies of the certificate from the appropriate authority to the effect that there is no embargo upon using the proposed equipment/ technology proposed to be supplied by the bidder under this contract.

9. PROFORMA FOR UNDERTAKING

PROFORMA FOR UNDERTAKING

(TO BE EXECUTED BY THE BIDDER ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE ON SUBMISSION OF THE BID AGAINST <.....> (Name of Work))

Name of the Bidder:

Address of the Bidder:

.....

To:

<.....> Limited,

.....

.....

Subject: **Salvaging, rehabilitation and operation of the proposed abandoned/ derelict underground coal mine through formation of Joint Venture (JV) Company**

Dear Sir/ Madam,

This has reference to the Proposal being submitted by <.....> (Name of the Bidder, or of the Bidding Company, or of the Lead Member in case of a Bidding Consortium), in respect of the salvaging, rehabilitation and operation of the proposed abandoned/ derelict underground coal mine <.....> (Name of the abandoned/derelict mine) (to be referred as "Work" hereinafter), through formation of Joint Venture (JV) Company, in respect to the Bid Document issued by the CIL (Coal India Limited), vide reference no. <.....> of dated <.....>.

The scope of work in respect of <.....> (Name of the work) as mentioned in the Bid Document is broadly appended below:

- A. Re-opening, salvaging and rehabilitating the abandoned / derelict underground coal mine (abandoned / derelict due to reasons of safety such as water-logging, coal fire, collapsed old workings, etc.);
- B. Constructing, developing and operating the above-mentioned salvaged underground coal mine, including additional exploration (if required), and planning and design of the same;
- C. Guaranteed coal production in terms of assured quality and quantity (as quoted by us) by exploitation of residual coal reserve available in the mine till its exhaustion by developing mining equipment as per approved Mining Plan, Scheme/ DPR and EMP of the mine as a JV Partner as per detailed scope of work for a "Commercial Production Period" comprising of <.....> production years;

- D. Conservation of energy
- E. Maintenance of safety of personnel and the property (including surface structures belonging to third parties);
- F. Surveying of mine and maintenance of suitable mine plans/ sections/ layouts/ drawings etc.
- G. Acquisition of land (if required); and

Having examined in detail and having understood and satisfied ourselves regarding the contents of the bid documents including Addenda Nos <.....> (insert numbers), if any, the receipt of which is hereby acknowledged, we, the undersigned, on acceptance of our bid by the Company (CIL), hereby confirm to undertake the following:

1. We undertake to sign an agreement ('Back-up Agreement') with <.....> (CIL/Subsidiary Company) within 30 (thirty) days from the date of issue of 'Letter of Acceptance' inline with the terms and conditions of the bid document, and sign the Integrity Pact along with the Contract.
2. We further undertake to sign a JV Agreement with <.....> (Name of CIL Subsidiary Company) within 60 (sixty) days from the date of signing the 'Back-up Agreement', and form a registered JV Company (under Company's Act 1956) with <.....> (Name of CIL Subsidiary Company) within 60 (sixty) days from the date of signing the JV Agreement, inline with the terms and conditions of the bid document.
3. We further understand that we, as a JV partner of the so formed JV Company, shall not have any protest or demur for executing the "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement" (called as "The Contract Agreement") between the so formed JV Company and <.....> (Name of CIL Subsidiary Company) within 15 (fifteen) days from the date of formation of the JV Company.
4. We further confirm acceptance of payment (levied to the proposed JV Company) according to the payment schedule enclosed payable in same currency in which it is quoted (i.e. in INR) or such other sums as may be determined in accordance with Terms and Conditions of the Contract. The amount of payment is accordance with the price schedule, a part of this bid attached herewith.
5. We further undertake, if invited to do so by you, and at our own cost, to attend the clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
6. We further undertake, upon receiving your written invitation to proceed with the preparation of our Updated Technical and Commercial Bids, updating Original Technical and Commercial Bids in accordance with the requirements from the Record Notes of Discussions of the clarification meeting, for performing the Facilities in accordance with our Updated Technical and Commercial Bids without any revision in our above mentioned price. However, if revision becomes essential we shall revise our above mentioned price with your permission.
7. We undertake, if our bid is accepted, as a JV Partner, shall reopen, salvage and rehabilitate the abandoned/derelict underground coal mine <.....> (Name of the coal mine) and construct, develop and operate the salvaged coal mine, with due regard to conservation of energy and safety of personnel and the

property, including surface structures belonging to third parties within the respective times stated in the scheme enclosed and to produce coal for a total commercial production period of <.....> production years.

8. If our bid is accepted, we undertake to provide a Performance Bank Guarantee as Performance Security in the form of the amount, and within the time specified in the bid document.
9. We agree to abide by this bid, which consists of this letter and attachments hereto, for a period of <.....> (Number) of days from the date fixed for submission of bids as stipulated in the bid document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
10. We have satisfied ourselves regarding our roles as the member of bidding company or bidding consortium) in the 'Work' as specified in the "Qualification Information" of the Bid Document. If <.....> (Name of the Bidding Company or Bidding Consortium) is awarded the 'Work', we shall perform our Role as outlined in the "Qualification Information" of the Bid Document to the best of our abilities and abide by the commitments made in the same. We also certify that the percentage equity participation of each member of the <.....> (Name of the Bidding Company or Bidding Consortium) into the 'Work' is as detailed below:

Name of the Bidding company / Bidding Consortium	
Name of the Lead Member/ member Company	

Sl. No.	Name of Member Company	Proposed % Equity contribution into the 'Work'	Role as per the JV Agreement / Consortium Agreement signed by and between all the Member Companies #
1.			
2.			
3.			
4.			
# Roles to be performed by the entity/ entities could include the following: <ol style="list-style-type: none"> a. Raising funds for the 'Work', b. Prospecting/ Providing assistance related to prospecting, c. Reopening, salvaging & rehabilitation / Providing assistance related to reopening, salvaging and rehabilitation of the abandoned/ derelict mine, d. Operating/ Providing assistance related to operations of the abandoned/ derelict mine, e. Managing/ Providing assistance related to the management of the abandoned/ derelict mine, f. Obtaining clearances for the 'Work' or providing assistance for the same, and/or g. Supplying of mining equipment/ machinery or providing assistance for the same. 			

The nature of our legal relationship with the Bidding Company/ Member Companies of the Bidding Consortium is specified in the "Qualification Information" of the Bid Document as per the requirement stated in the Bid

Document. We undertake to support the _____ (Name of the Bidding Company or Bidding Consortium) in respect of the roles as detailed above.

11. Until a formal Contract is prepared and executed between us this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
12. We understand that you are not bound to accept the lowest or any bid you may receive & in-turn we will not have any rights to raise any claim, whatsoever, due to or arising out of rejection of our bid.

Place _____, Dated this _____ day of _____, 20__.

_____ (Signature of Authorized Signatory)

In the capacity of _____ (Position)

Duly authorized to sign this bid for and on behalf of _____ (Name of Bidder)

[NOTE: In case of consortium as a bidder, the lead member of the consortium will be the signatory on the contract only provided other members of the consortium legally authorize the lead member in writing to do so.]

BCCL



Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Contract Management Cell
Koyla Bhawan: Koyla Nagar
Dhanbad-826 005 (India)
Tele-Fax: 0326-2230206
e-mail:
bcclcgmmc@cmpdi.co.in

Name and Place of work

Re-opening and operating the abandoned / derelict underground coal mine (abandoned/ derelict due to reasons of safety such as water-logging, coal fire, etc.) including salvaging, rehabilitation, additional exploration (if required); planning and production of coal by exploitation of residual coal reserves available in the mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties in Kustore colliery, Kustore Area BCCL.

Ref. No. BCCL/ GM(CMC)/Global-16/ Kustore/ 2010/3227 Date: 16.09.2010

BID DOCUMENT Part – II (PRICE BID)

7. SCOPE OF WORK, TIME SCHEDULE AND FORM OF PRICE BID

7.1 SCOPE OF WORK

The abandoned/ derelict/ closed (as the case may be) underground coal mine (abandoned/ derelict/ closed due to reasons of safety such as water-logging, coalfire, etc.) is to be reopened, salvaged, rehabilitated, additionally explored (if necessary), planned, developed and operated by the Successful Bidder (on being selected as a JV Partner of the so-formed JV Company) on the behalf of the proposed JV Company for a guaranteed quantity of coal production per annum (as quoted and agreed by the bidder) by exploitation of residual coal reserves available in the mine, with due regard to conservation of energy and safety of personnel and the property, including surface structures belonging to third parties on joint venture.

The elaborated scope of work of the Successful Bidder (on being selected as a JV Partner) to be performed on the behalf of the proposed JV Company, is detailed hereunder.

7.1.1 Preparation and approval of Mining Plan (if required)

Mining plan (if required) is to be prepared as per the guidelines of Indian Bureau of Mines (IBM) and approval for it is to be taken from Ministry of Coal, Govt. of India by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company. The bidder (as a JV Partner) may propose operation of the salvaged mines by underground and/or opencast methods in the mining plan.

7.1.2 Preparation of Re-opening Proposal and its approval

For the abandoned or derelict mine, a re-opening proposal is to be prepared by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company as per the guidelines of the Coal Mines Regulation, 1957 (CMR) and the Coal Controller's Organization (CCO) and necessary approval for it is to be taken from the Director General of Mines Safety, DGMS and the Coal Controller, CCO.

7.1.3 Geological exploration (if necessary)

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall do the additional exploration work (if felt necessary) including drilling of bore holes, geophysical logging, testing of samples, etc. and preparation of a report based on the data created.

7.1.4 Preparation and approval of Environmental Management Plan (EMP) (if necessary)

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall prepare Environmental Management Plan (EMP) (if required) considering the guidelines of State/ Central

Pollution Control Board and Ministry of Environment & Forests, Government of India in this regard and obtain necessary clearances for it. The responsibility of base line data generation for preparation of EMP or any other relevant report is that of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company.

7.1.5 Preparation of Detailed Project Report (DPR):

- a) Detailed project report of the abandoned or derelict mine shall be prepared for
 - i. Planning & design for development of the target seam(s);
 - ii. Planning & design for means of access and egress to the target seam(s);
 - iii. Designing method of extraction of coal of guaranteed quantity at assumed quality from the target seam(s) along with selection of equipment in accordance with the method of work;
 - iv. Planning and design for the system of coal-material-man transportation, ventilation, water management, methane drainage (if required), power supplies, communication, coal handling, other infrastructures, etc.

[NOTE: The Successful bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company may propose operation of the salvaged mines by underground and/or opencast methods. The Successful Bidder/ JV Company is free to choose its consultant for the preparation of the DPR.]

- b) The proposals made under Detailed Project Report (DPR) should be well within the precincts of the act, rules, regulations and other statutory requirements as applicable to Indian coal mines. It is assumed that the Coal Mines Regulation (CMR), 1957 and associated circulars are fully complied within the DPR. All equipments proposed to be used in the mine should conform to the standard prescribed by DGMS.
- c) In addition to safety, the DPR should take into consideration that the conservation of coal for which the methods suggested must take into consideration the maximum extraction of coal under the prevailing geo-mining conditions. It is desirable that the mining method to be adopted should be able to recover in-situ coal to the maximum extent possible.
- d) It is construed that during the preparation of DPR, discussions are held with the DGMS about the method of work as well as requirement of machinery, and possible objections, if any, taken care of / rectified in the draft DPR.
- e) The draft DPR so prepared may be sent to the consultant of the Company for scrutiny. The suggestions made by the owner's consultant will be discussed with the JV Company before their implementation. However, the vetting of DPR by the consultant of the Company does not relieve, in any way whatsoever, the Successful Bidder, on being selected as a JV partner, from obligations under the Agreement.

7.1.6 Scientific studies and approvals

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for the scientific study required for various activities for reopening, salvaging, development

and extraction coal seam. Necessary statutory approvals should be obtained from DGMS and other statutory bodies for proposed mining method as well as application of any mass production technology package (inclusive of statutory approval of the equipment to be deployed). Obtaining approval of DGMS at all stages in the matters of use of all equipment, all mining operations, preparation of reports, conducting scientific studies and instrumentations as are required under Indian mining legislation and as may be advised by the DGMS from time to time will be the responsibility of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company.

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall carry out subsidence prediction studies as and when required with due remedial measures.

7.1.7 Land acquisition and rehabilitation of project affected people

BCCL shall be responsible for acquisition of land required for construction of surface infrastructure and for obtaining surface mining rights, and rehabilitation of project affected people, if any. The Successful Bidder (on being selected as a JV partner) shall render necessary assistance for the same. Compensations for land and cost of R&R will be paid by BCCL which will be adjusted against equity of the BCCL. Rehabilitation of the project-affected people will be the sole responsibility of the JV Company so formed. All terms and conditions imposed by statutes of Central, State and/or local Government and agreement in this regard will be binding on the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company).

7.1.8 Salvaging and rehabilitation of mine or part thereof

For the abandoned or derelict underground coal mine, a salvaging and rehabilitation proposal, for the mine or part thereof, is to be prepared by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company as per the guidelines of the Coal Mines Regulation, 1957 (CMR). The bidder may propose operation of the salvaged mines by underground and/or opencast methods. It is for carrying out mining operations in hazardous conditions such as fire areas, collapsed old workings, waterlogged workings etc. as may be existing in the mine obtaining requisite statutory approval from DGMS.

7.1.9 Evaluation of the existing infrastructural assets of the abandoned/ derelict mine

Evaluation of the existing infrastructural assets in the abandoned/ derelict/ closed mine through accredited valuer with 'due diligence' is to be conducted by the Bidder(s) participating in the bid as-is-where-is basis. The value of such assets subject to their acceptance by CIL/ BCCL will be adjusted in CIL/ BCCL Company's share of equity (as detailed in Para-1.2 of the Bid Document) when the proposed JV Company is formed and registered as per Company's Act 1956. These assets, on their evaluation, can be gainfully utilized by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company for mine development and operation and can be considered in the DPR so prepared for the mine.

7.1.10 Mine Development and construction

- a) In accordance with Detailed Project Report, the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall reopen, salvage and rehabilitate the abandoned /derelict mine up to the target seam(s) and make the mine operative thereafter.
- b) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall make necessary development of the mine up to the target seam(s). The Bidder will be responsible for preparation of all designs, drawings of the development works and supply & installation of equipment therein.
- c) The mine in its entirety is to be developed scientifically so that coal can be extracted from target seam(s) in compliance with the provisions under the Mines Act, the Mines Rule, the Coal Mine Regulation and other statutory obligations as applicable in India.
- d) Development and construction of all infrastructures including mine shafts/ inclines/ drifts; coal, man and material transport network; ventilation network; power supply network; water drainage network; methane drainage network (if any) and any other infrastructures or requirement as envisaged in the DPR shall be responsibility of Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company. This part will include design; construction; procurement, supply, erection/ installation and commissioning of all equipments / items from Indian or overseas sources.
- e) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for maintenance of all development and construction works including maintenance of all installed equipments during entire contract period.
- f) Surveying of mine and maintenance of suitable mine plans/ sections/ layouts/ drawings etc. are to be carried out by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company. Survey base station will be made available at the surface of the project site by the owner.
- g) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for carrying out dismantling/ demolition of necessary existing buildings and structures including foundations, covered works and plant & equipment and stacking and expeditious removal of the debris to the dumping ground to be specified by the Company.

7.1.11 Installation of suitable mass production technology package

If envisaged in the DPR, the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for supply of equipments of the mass production technology package, customs & port clearances; inland transportation; intermediate storage; insurance & handling; installation; testing; start-up and commissioning of the same in the panel. The Successful Bidder (on being

selected as a JV Partner) on the behalf of the proposed JV Company shall install necessary safety devices in the mine / target seam(s) in accordance with the Detailed Project Report (DPR).

7.1.12 Extraction of coal seam(s)

The Bidders are free to quote the quantity of annual guaranteed production of coal according to their capacities mentioning the grade of the ROM coal. The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for extraction of target coal seam(s) during the commercial production period of the mine and ensure the annual production of coal as guaranteed by the Bidder. Panelling of coal deposits in each target seam in a scientific manner and carrying out mining operations for achieving target rate of production are the responsibility of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company.

The Successful bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) may extract the target seams by underground and/or opencast methods.

Development of panels and shifting of equipment accordingly for new panels shall be the responsibility of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company. All allied works within the mine such as communication, pumping, ventilation, maintenance of the mass production technology package (if any) etc. shall be responsibility of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company during contract period.

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for transportation of coal produced from the face up to the designated transfer point at surface.

It is expected that the successful bidder / the so-formed JV Company will not intentionally contaminate the coal; rather he will ensure the best possible quality.

7.1.13 Construction and operation of CHP

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall supply coal of (-)100 mm size on the surface at the designated transfer point. The designated transfer points will be provided by the owner.

For smooth & continuous supply of coal of required size, the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company, if required, may construct and operate the 'Coal Handling Plant (CHP)' including coal bunkering and high speed loading system, etc. suitable for the quantity of coal to be handled taking into account the potential of existing infrastructure, if any. Construction and

operation of CHP will include procurement, supply, erection / installation & commissioning of all equipments & accessories and maintenance of the CHP during entire Contract period.

7.1.14 Deputation of foreign experts

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company should have requisite expertise and experience as mentioned in Para <.....>. However, the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company may depute at site its Foreign Experts from various disciplines, if required. Bio-data of the Foreign Engineers/ Experts shall be furnished by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company to the Engineer for approval sufficiently in advance before their deputation. The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall obtain at its own cost necessary work permits, passports, visas, police permits and expenses for customs duty related to personal and other effects of any Experts / personnel who are non-residents of India, employed or engaged by him for work

7.1.15 Training of workforce

The Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) at its own cost shall give adequate training (statutory or specialized) to his work personnel in India or abroad for running the mine and maintaining adequate safety standard.

7.1.16 Preparation and implementation of Mine Closure Plan

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall prepare Mine Closure Plans (both Progressive and Final Mine Closure Plans) considering the guidelines of Ministry of Environment & Forests, Government of India in this regard and obtain necessary clearances for it. The responsibility of base line data generation for preparation of Mine Closure Plans or any other relevant report is that of the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company.

The "Progressive Mine Closure Plan" needs to be prepared for the purpose of providing protective, reclamation and rehabilitation measures in a mine or part thereof, and the "Final Mine Closure Plan" for the purpose of decommissioning, reclamation and rehabilitation in the mine or part thereof after cessation of mining and related activities that has been prepared in a manner which addresses all aspects. The "Final Mine Closure Plan" shall have to be formulated 5 (five) years prior to closure of mine for submission to MoEF, Govt. of India considering the ground reality prevailing during the period. The basic objectives of the mine closure planning are as follows:

- a) To allow such productive and sustainable after-use of the site, as would be acceptable to the mine owner and the regulatory authorities;

- b) To protect public health and safety;
- c) To eliminate environmental damage & thereby encourage environmental sustainability;
- d) To minimize adverse socio-economic impacts;
- e) To protect the flora and fauna of the area; and
- f) For effective use of the assets.

The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall systematically implement the Mine Closure Plans (both Progressive and Final Plans) as per the guidelines of Ministry of Coal/ Ministry of Environment & Forests, Government of India. In this regard, a corpus fund (@ 5.00 INR per tonne of coal produced) will have to be generated by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company) from the beginning of the mining operation in order to fulfill the provisions of mine closure plan.

7.1.17 GENERAL RESPONSIBILITY:

- i) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall furnish all, but not limited to, equipment, materials and accessories and services to complete this work. The work shall have to be completed and operative in all details. Any item of work or material or equipment which may not have been specifically mentioned but incidental to or necessary for completing the works shall be provided by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company. The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall also supply and/ or erect the addition or modification as will be agreed upon in writing after mutual discussions with Company's representatives.
- ii) It will be the responsibility of the successful bidder (as a JV Partner) to acquire such statutory permissions required for the execution of the 'Work' on behalf of the JV Company.
- iii) The provision of all labour, materials, temporary works, surface constructional infrastructures (such as office, buildings, storage area, labour/ staff colony, fabrication area etc.) whether of a temporary or permanent nature, and everything required for the completion of works, shall be deemed to be included in the Scope of Work.
- iv) All excavated materials shall be the property of the Company. In case the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company wishes to utilize the boulders excavated by him during excavation work at the site, the same may be issued to him at prevailing rates on cost recovery basis. Percentage Of voids on stock measurement shall be mutually agreed. Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall have to account for all excavated hard rock.
- v) The coal produced before the commencement of the commercial production period shall be the property of the Company. The Bidder shall have no claim or be paid for this.

- vi) All fossils, coins, articles of value of antiquity and structure and other remains or things of geological and archaeological interest discovered on the site of works shall be the absolute property of the Company and the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall take all precautions to prevent his workmen or any other person removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal inform the Company of such discovery and carry out the removal under the supervision of the Company's representatives of the same and hand it over to the Company's representatives.
- vii) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall intimate the Company in writing well in advance about the requirement of shut down of any of the existing units / facilities for inter-connection / incorporation of additional facilities. The shutdown period shall be mutually discussed and finalized. The work to be undertaken during the shut down period shall be planned meticulously by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company to reduce the shut down period to the minimum.
- viii) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for delays and consequent losses there upon, in case the mine is stopped or conditions imposed by DGMS.
- ix) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company must adhere to all relevant codes and practices, safety regulations, statutory laws, environmental protection acts, electricity rules etc. The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for all the statutory obligations during development and extraction of coal seam(s) and closure of the mine.
- x) The Colliery manager and the Agent shall be provided by the Company. All other man power statutory or otherwise will be appointed by the Successful Bidder (on being selected as a JV Partner, and later, on formation of the proposed JV Company, the JV Company). [Note: Colliery manager may be nominated by the JV partner. But the colliery manager will be appointed by the owner and will be responsible for safety of the mine as per statute.]
- xi) The Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company shall be responsible for carrying all mining and mine closure activities as per approved mining plan /DPR.
- xii) During the contract period, all relevant documents, plans, drawings, reports, photographs, statistical data etc. (in hard and/or soft versions) related to the proposed mine will be properly indexed and maintained by the Successful Bidder (on being selected as a JV Partner) on the behalf of the proposed JV Company, which should be made available for necessary referral and inspection by the duly authorized representative(s) of the Company at any point of time.

7.2 HAND OVER OF THE MINE

After successful completion of the contract period, the mine and associated infrastructure including transportation system for man, material & coal; ventilation system; pumping system; power & communication system; coal handling plant, surface buildings/ constructions, deliverable P&M and every things will be handed over to the owner. All documents, drawings, reports, photographs, statistical data etc. in hard and/ or soft versions will be properly indexed, maintained and handed over to the owner on conclusion of the contract or intervening period as may be required by the owner.

7.3 TIME SCHEDULE

The "Zero Date" for this contract is considered to be the date of signing of the 'Contract Agreement' (as described as "Reopening, Salvaging, Rehabilitation, Operation and Coal Supply Agreement") by the so formed JV Company.

Considering the probable time consuming activities related to environment clearance, forest clearance, solving of local problems (like illegal mining, if any), land acquisition and granting permission from statutory authorities for re-opening, salvaging and operation of the proposed abandoned/ derelict underground coal mine(s), a preparation period of 1 (one) year will be allowed. It is expected that the 'Work' would be started within 1 (one) year from the "Zero Date". The different activities of works should be completed within the scheduled time as per the detailed project report.

7.4 PROFORMA FOR PRICE BID

Yield to Maturity (YTM) Rate for Govt. of India (Gol) Bond = %

7.4.1 CAPITAL REQUIRED FOR REOPENING, SALVAGING, REHABILITATION AND CONSTRUCTION OF THE ABANDONED/ DERELICT UNDERGROUND COAL MINE

Financial Year	Capital required for Reopening, salvaging, rehabilitation, and mine & associated infrastructure construction (in Million INR) #								Total Capital required (in Million INR)
	Land	Mine & Associated infrastructure Development	P&M	Others (specify)	Others (specify)	Others (specify)	Others (specify)	Others (specify)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x) = \sum (ii) to (ix)
Year 1									
Year 2									
Year 3									
Year 4									
Year 5									
Year 6									
Year 7									
Year 8									
Year 9									
Year 10									
Year 11									
Year 12									
Year 13									
Year 14									
Year 15									
Year 16									
Year 17									
Year 18									
Year 19									
Year 20									
Year 21									
Year 22									
Year 23									
Year 24									
Year 25									
TOTAL									

Data are to be furnished by the Bidder in coordination with the conceptual **scheme** proposed by the bidder for the respective financial year starting from the 'Zero Date'. Various cost heads to be considered are inclusive of the following:

1. LAND: Tenancy land, CIL-acquired land, land acquired by other Govt. organizations etc.

2. BUILDINGS: Service buildings (like Office, workshop, electric sub-station, magazine, statutory buildings, community buildings etc.) and residential buildings (like officers' bungalow, staff quarters, security barracks etc.)
3. P & M (PLANTS & MACHINERY): Face equipments, Transport equipments/ machinery, Mine ventilation, survey and safety equipments/ appliances, Pumps, pipe & fittings, Electricals, power supply & telecommunication, Workshop equipments/ machinery, Coal handling system, Construction of related civil & other structurals (e.g. incline mouths, shafts, loading/unloading structures, fan drift, fan house, UG strata bunker, sand stowing arrangements, pump foundations, electronic weighbridge foundation, etc.)
4. FURNITURE & FITTINGS: Furniture & fittings required for the offices, dispensary, survey office, rest-room, canteen, clubs etc.
5. VEHICLE & TRANSPORT: Light & heavy vehicles, ambulances, transport vehicles etc.
6. RAILWAY SIDING (if required)
7. PROSPECTING & BORING (if required)
8. MINE DEVELOPMENT:
 - a. CAPITAL OUTLAY IN MINE: Drivage of inclines, sinking of shafts, drivage of inclined drifts, etc.
 - b. ROADS & CULVERTS: Project roads, colony roads, service roads etc.
 - c. WATER SUPPLY & SEWERAGE: Industrial and colony water-supply & sewerage
 - d. PREPARATION OF REPORTS: Mining Scheme, Mining Plan, DPR, EMP, etc.
 - e. SCIENTIFIC RESEARCH & ENVIRONMENT MANAGEMENT
9. OTHERS: Additional capital required for Reopening, salvaging & rehabilitation of the abandoned/ derelict underground coal mine.

7.4.2 PRICE SCHEDULE FOR PRODUCTION OF COAL DURING LIFE OF THE MINE

Commercial Production Period	Corresponding Financial Year*	Guaranteed production* (Million metric tonnes per year)	Operational Service Charge (INR per metric tonne of coal produced) **	Remarks, if any
...	Year 1	0.000	NIL	
...	Year 2	0.000	NIL	
...	Year 3	0.000	NIL	
...	...	0.000	NIL	
...	...	0.000	NIL	
...	...	0.000	NIL	
...	...	0.000	NIL	
1 st Year	...			Firm price (i.e. 'Operational Service Charge')
2 nd Year	...		X	
3 rd Year	...		X	
4 th Year	...		X	
5 th Year	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	...		X	
...	Year 23		X	
...	Year 24		X	
...	Year 25		X	

* Data are to be furnished by the Bidder in coordination with the conceptual mining scheme proposed by the bidder for the respective financial year starting from the 'Zero Date'.

** Operational service charge per metric tonne of coal produced (as claimed by the Bidder on behalf of the proposed JV Company) (in INR only) will have to be quoted **only** for the **first year of the commercial production period** in which coal production has been scheduled to be carried out. This will be **firm price**. For the subsequent years, the operational service charge per metric tonne of coal produced will be projected using applicable Index for escalation subject to maximum permissible 90% of prevalent notified price of coal at that point of time. Grade-wise prevalent notified price of coal will be taken from the **notified price** of coking & non-coking coal (as applicable to the respective CIL Subsidiaries) (vide *Price Notification No. CIL:S&M:GM(F):Pricing:1181 dated 15.10.2009* and subsequent price revision) and published by Coal India Limited as shown in Company's official web-site:

www.coalindia.nic.in. In case of coking coal, the notified price up-rated by specified add-ons (as may be applicable for the concerned CIL Subsidiary Company vide aforesaid price notification of *dated 15.10.2009* and subsequent price revision) will be considered. For a particular mine, average grade of the balance coal reserve will be considered for the bid evaluation purpose as the grade of coal produced.

NOTE:

- a) The bidders may suggest operation of the salvaged mines by underground and/or opencast methods.
- b) Only operational service charges will to be paid to the JV Company in each year with respect to the metric tonnes of coal produced in that particular year as per the approved scheme. The operational service charge per metric tonne of coal produced (as claimed by the Bidder on behalf of the proposed JV Company) should not exceed 90% of prevalent notified price of coal at that point of time for the acceptance of the bid.
- c) No additional payment will be made to the proposed JV Company on account of reopening, salvaging, rehabilitating, developing and operating of the proposed derelict/ abandoned mine. As CIL/ Subsidiary Company will be a JV partner of the said JV Company, the capital requirement on account of various activities (as listed and agreed by the successful bidder in the bid document) related to reopening, salvaging, rehabilitation and development will be shared proportionally amongst the two JV partners and will be governed by the JV Agreement. However, the capital requirement on the aforesaid accounts is required to be furnished by the Bidder for financial evaluation of the bid, which will be binding on the bidder on being selected as the JV partner.
- d) The values quoted by the bidder for the capital required for reopening, salvaging, rehabilitation, and mine & associated infrastructure construction are firm except in case there is delay in completion of construction activity due to the fault on part of the Company.
- e) The price quoted by the bidder in 1st year of the commercial production period is firm except in case there is delay in completion of construction activity due to the fault on part of the Company. In that case the escalation will be paid as per the escalation provisions of 'Additional Conditions of Contract'. For the subsequent years, the operational service charge per metric tonne of coal produced will be projected using applicable Index for escalation subject to maximum permissible 90% of prevalent notified price of coal at that point of time.
- f) All payments to the proposed JV Company will be made in INR only. In case the JV Company so formed wants such payments to be made in currency other than INR, the prevailing exchange rate (i.e. bill purchasing rate as declared by the State Bank of India) will be considered for conversion of INR to the requested currency. No payment will be made directly to the bidder on being selected as a JV partner.
- g) The evaluation will be done for the life of the mine or 25 years (whichever is less) inclusive of reopening, salvaging, rehabilitation and construction periods of the proposed abandoned/ derelict underground coal mine.
- h) No mobilization advance will be paid.

- i) The techno-financial parameters furnished by the bidder along with the Bid will be rigid on the party so selected as a JV partner or the successful bidder for a particular mine(s) and the JV Company so formed while executing the Agreement.

7.4.3 EQUITY SHARE CAPITAL AND VALUE OF THE EXISTING ASSETS OF THE PROPOSED ABANDONED/ DERELICT UNDERGROUND COAL MINE

Total Equity Capital needed for the proposed JV Company (in Million INR)	Bidder's share in Equity Capital (in Million INR)	CIL Subsidiary Company's share in Equity Capital (in Million INR)	Value of the existing assets of the mine (in Million INR) [@]	CIL Subsidiary Company's Net Share in Equity Capital (in Million INR)
(i)	(ii) = 49% of (i)	(iii) = 51% of (i)	(iv)	(v) = [(iii)-(iv)]

[@] Value of the existing assets of the mine as valued by the Bidder through accredited valuer.

NOTE: Details of the existing assets in the proposed abandoned/derelict underground coal mine including their assessed value are to be furnished by the bidders in the following format.

Sl. No.	List of existing assets of the mine	Item-wise value of the existing assets (as valued by the bidder through accredited valuer) (in million INR)
1.	
2.	
3.	
	
	
TOTAL VALUE OF THE EXISTING ASSETS		

7.4.4 CONSTRUCTION SCHEDULE FOR REOPENING, SALVAGING AND REHABILITATION OF THE PROPOSED ABANDONED/DERELICT UNDERGROUND COAL MINE, AND ITS POST-SALVAGE CONSTRUCTION, DEVELOPMENT AND OPERATION (Not for payment purpose)

Sl. No.	Job Heads	Time Schedule*		Capital required# (in Million INR)
		Start Date	Finish Date	
I.	PREPARATORY ACTIVITIES PRIOR TO START OF ACTUAL PROJECT WORK (such as statutory clearances etc.)			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
II.	SCHEDULED ACTIVITIES			
i)	IN UNDERGROUND			
A.	Reopening, Salvaging & Rehabilitation of the proposed abandoned/ derelict UG coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
B.	Construction & Development of the salvaged coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
C.	Operation of the salvaged coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
ii)	AT SURFACE			
A.	Reopening, Salvaging & Rehabilitation of the proposed abandoned/ derelict UG coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
B.	Construction & Development of the salvaged coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
C.	Operation of the salvaged coal mine			
1	Activity 1 <.....>			
2	Activity 2 <.....>			
3	Activity 3 <.....>			
III.	POST-OPERATIVE ACTIVITIES (such as mine closure etc.)			
1	Activity 1 <.....>			

2	Activity 2 <.....>			
3	Activity 3 <.....>			
	Total			

* Activity-wise construction schedule with time frame and requisite capital (in INR only) is to be furnished by the Bidder in coordination with the conceptual scheme proposed by the bidder for the mine construction period (prior to commercial production period) starting from the 'Zero Date'. In case any of the above-mentioned activities is delayed (due to any reason whatsoever for which owner is not responsible) for more than one year, the construction schedule will be reviewed by the Review Committee for appropriate action which may even lead to termination of the contract and forfeiture of the performance security of the Successful Bidder.

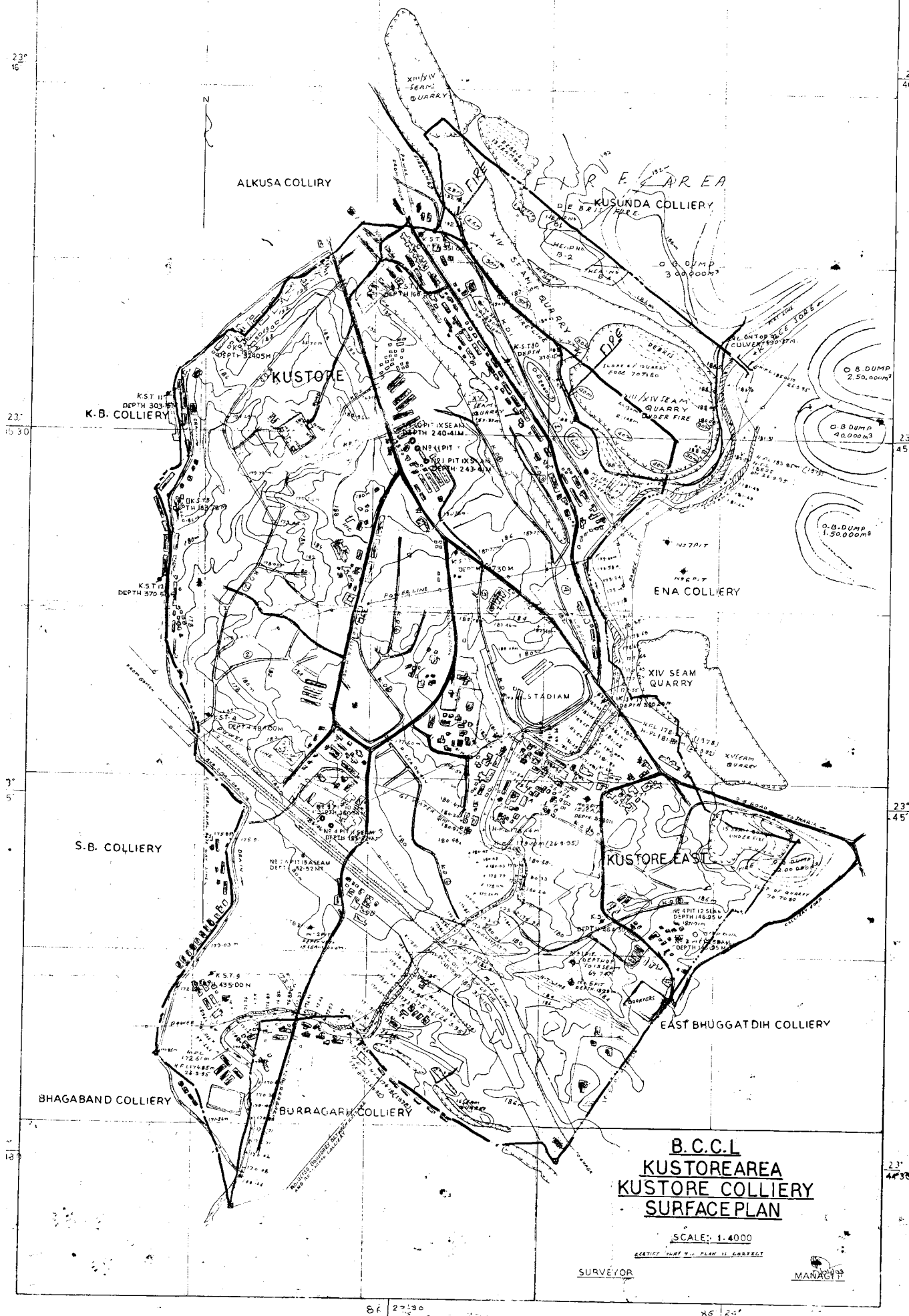
CIL Subsidiary Company's share will be released after completion of each listed activity limited to the capital investment mentioned above against each aforesaid activity as per JV Agreement.

7.4.5 EQUIPMENT SCHEDULE (FOR MAJOR EQUIPMENTS) FOR REOPENING, SALVAGING AND REHABILITATION OF THE PROPOSED ABANDONED / DERELICT UNDERGROUND COAL MINE, AND ITS POST-SALVAGE CONSTRUCTION, DEVELOPMENT AND OPERATION

(Not for payment purpose)

Sl. No.	Item*	Quantity (Nos.)	Date of installation	Remarks (If any)
1	Plant and Machinery (P & M)			
a.			
b.			
c.			
			
			
			
			
2	Electricals			
a.			
b.			
c.			
			
			
			
			
3	Others			
a.			
b.			
c.			
			
			
			
			
	Total			

* The equipment schedule for all major equipments is to be furnished by the Bidder in coordination with the conceptual scheme proposed by the bidder for the construction period (before starting of commercial production period) starting from the 'Zero Date'.



NOT TO SCALE

Φ No. 7P1T

④
No. 6 P. 17

EN A COLLEIRY

EAST BHUGGATDIH

B.C.C. L

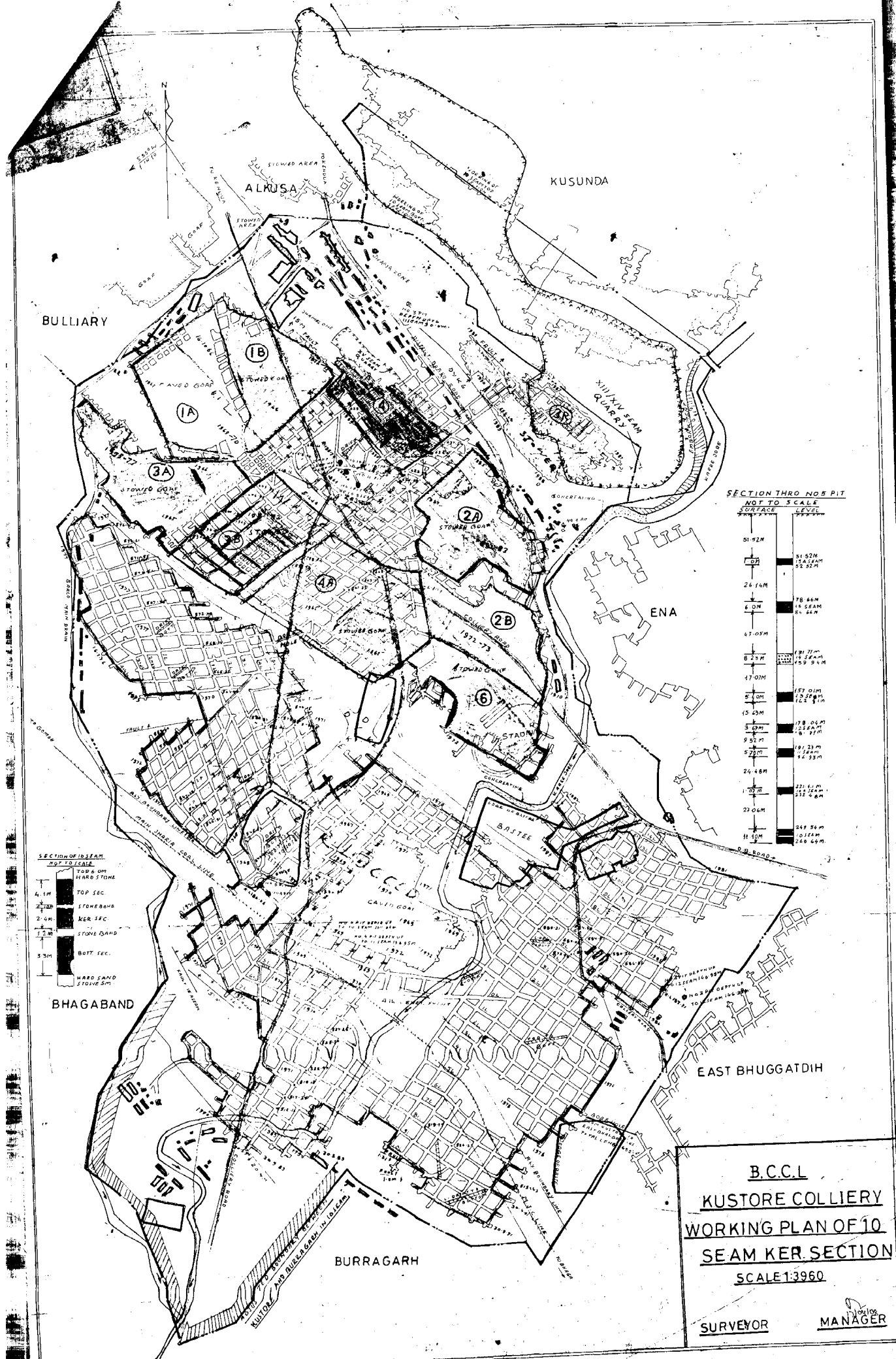
KUSTORE COLLIERY

PLAN SHOWING THE WORKING OF 8 SEAM

SCALE: 1:4000

SURVEYOR

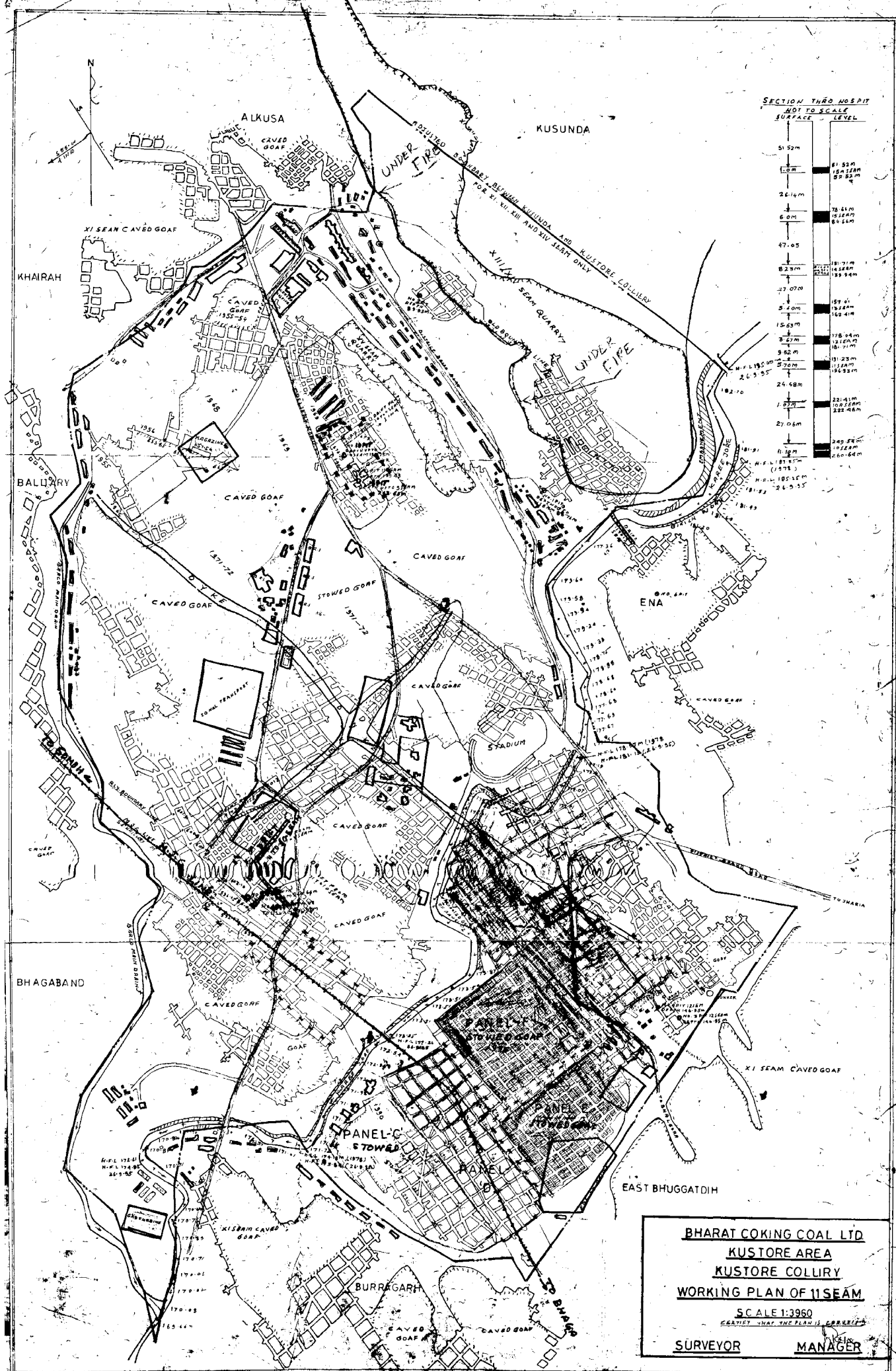
MANAGER

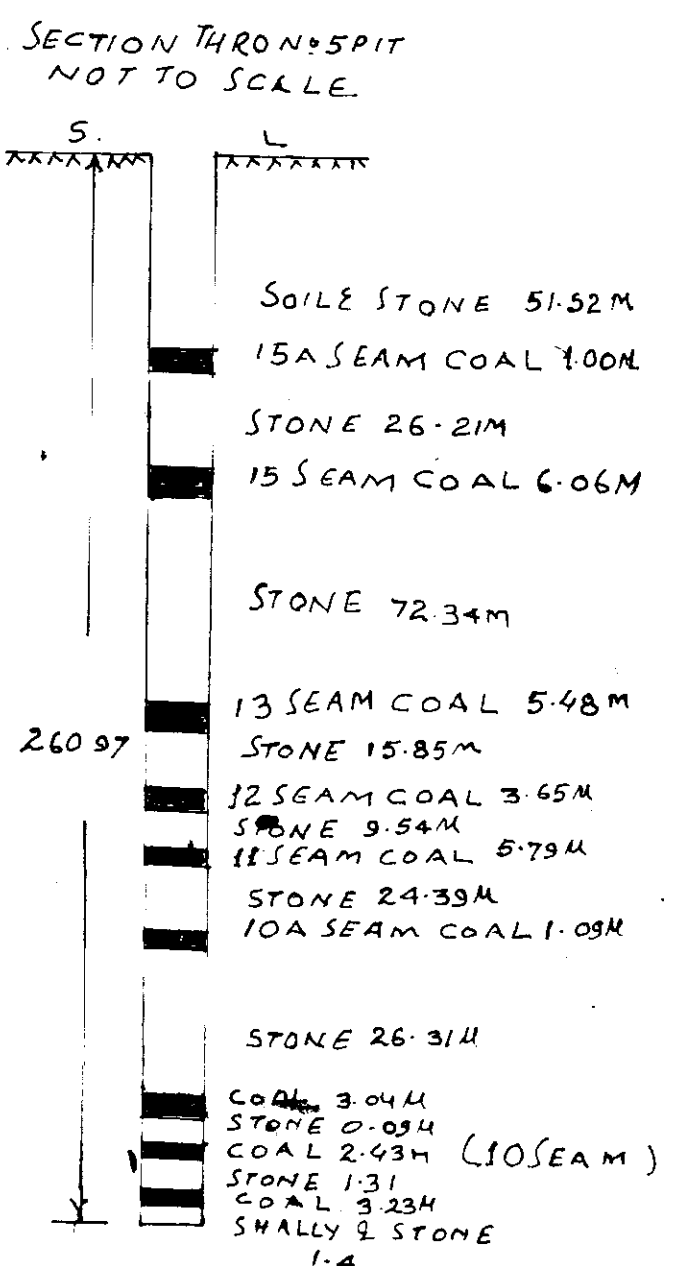
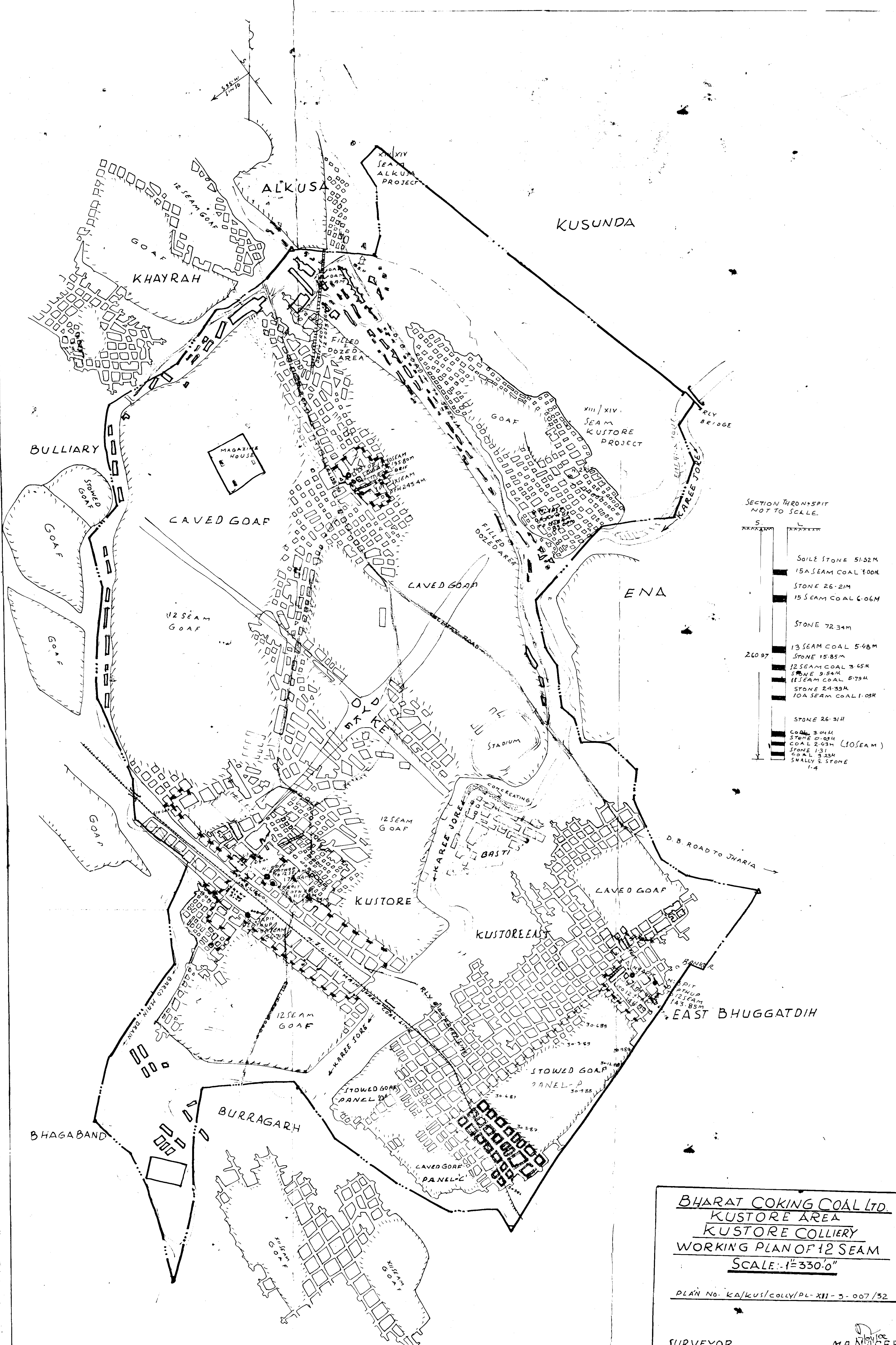


B.C.C.L.
KUSTORE COLLIERY
WORKING PLAN OF 10
SEAM KER SECTION
SCALE 1:3960

SURVEYOR

MANAGER

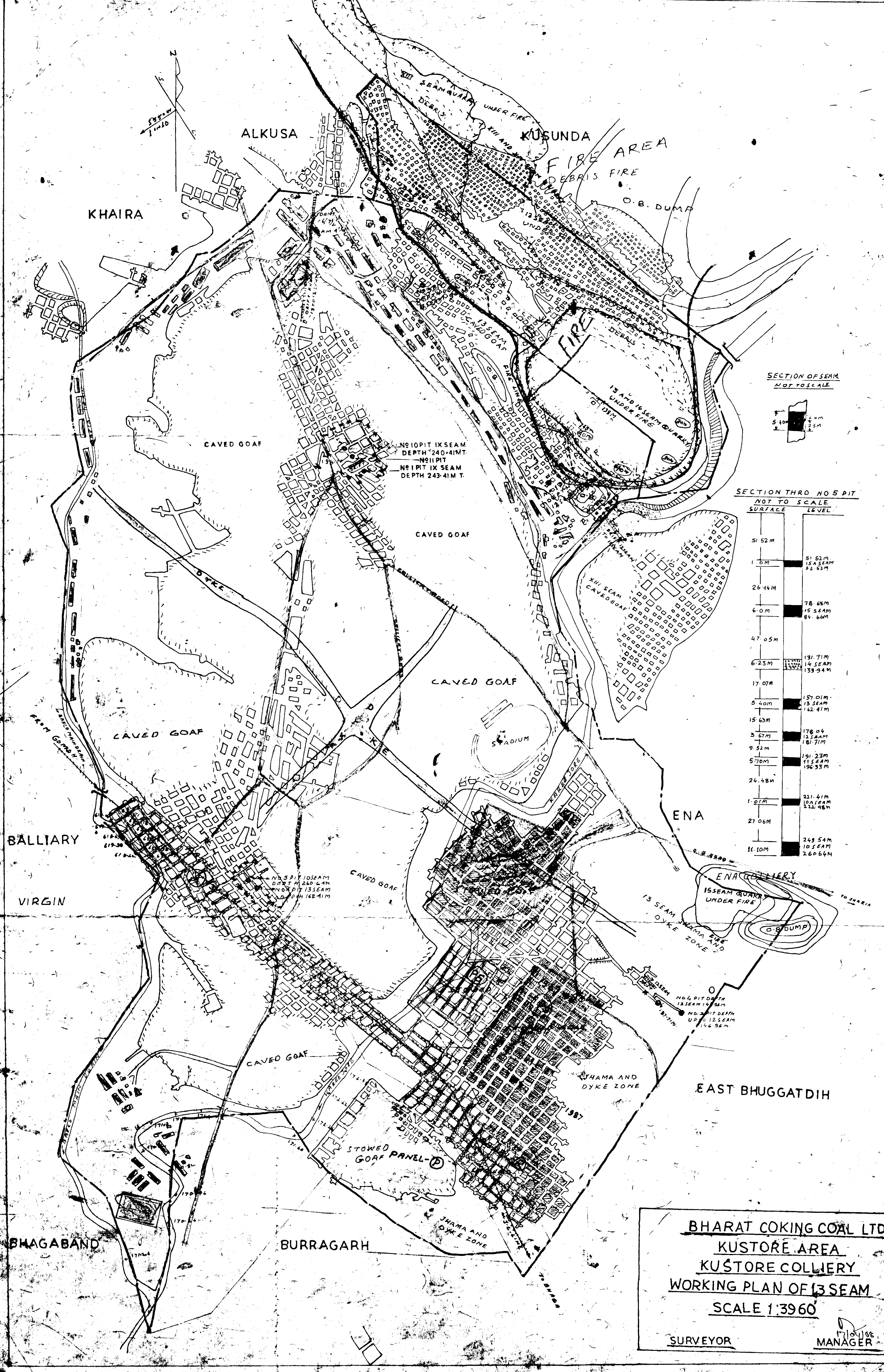




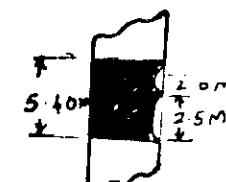
BHARAT COKING COAL LTD.
KUSTORE AREA
KUSTORE COLLIERY
WORKING PLAN OF 12 SEAM
SCALE: 1"=330.0"

PLAN No. KA/KUS/COLLY/PL-XII-3-007/32

SURVEYOR _____ MANAGER _____



SECTION OF SEAM
NOT TO SCALE



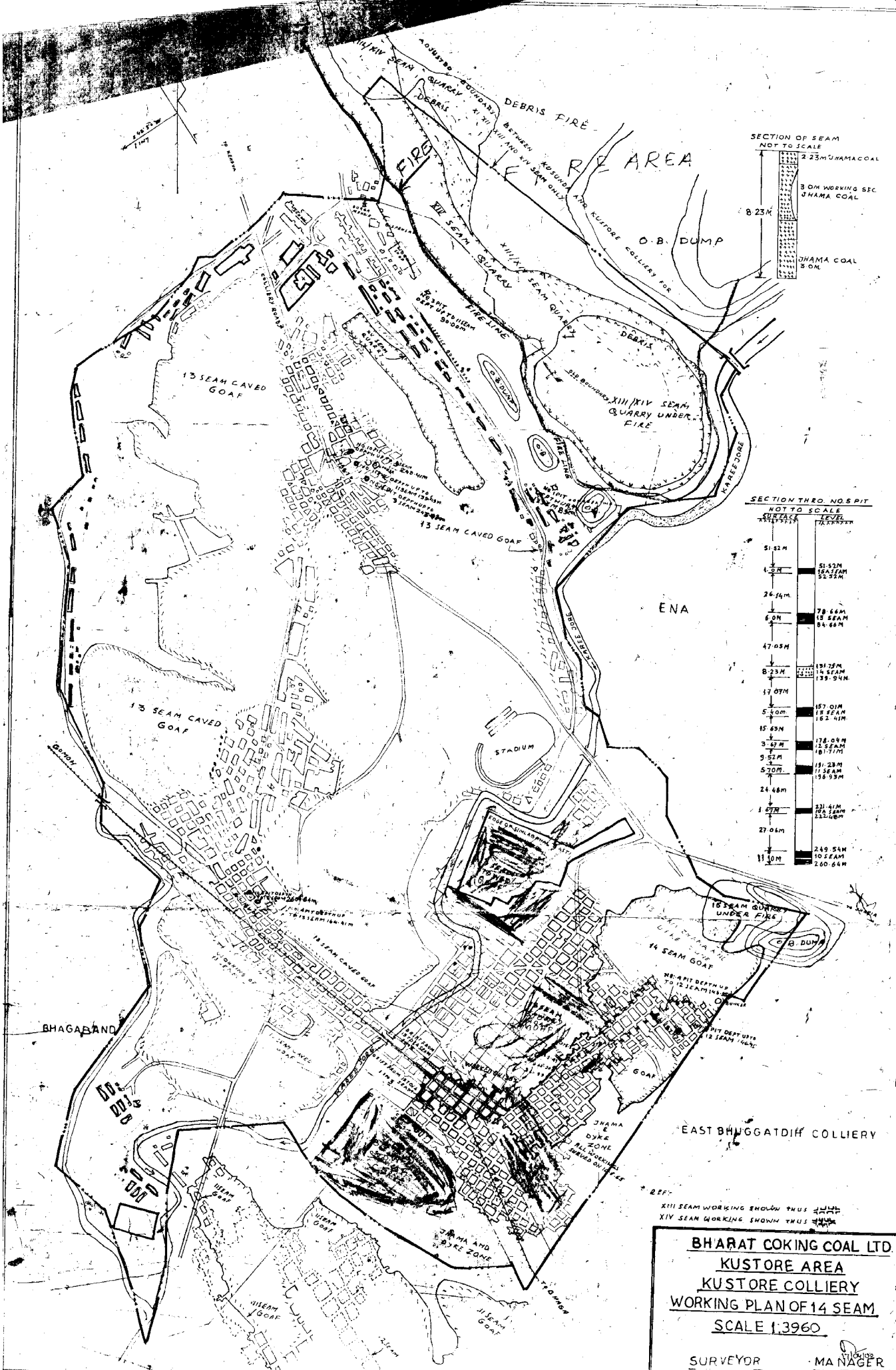
SECTION THRO NO 5 PIT
NOT TO SCALE

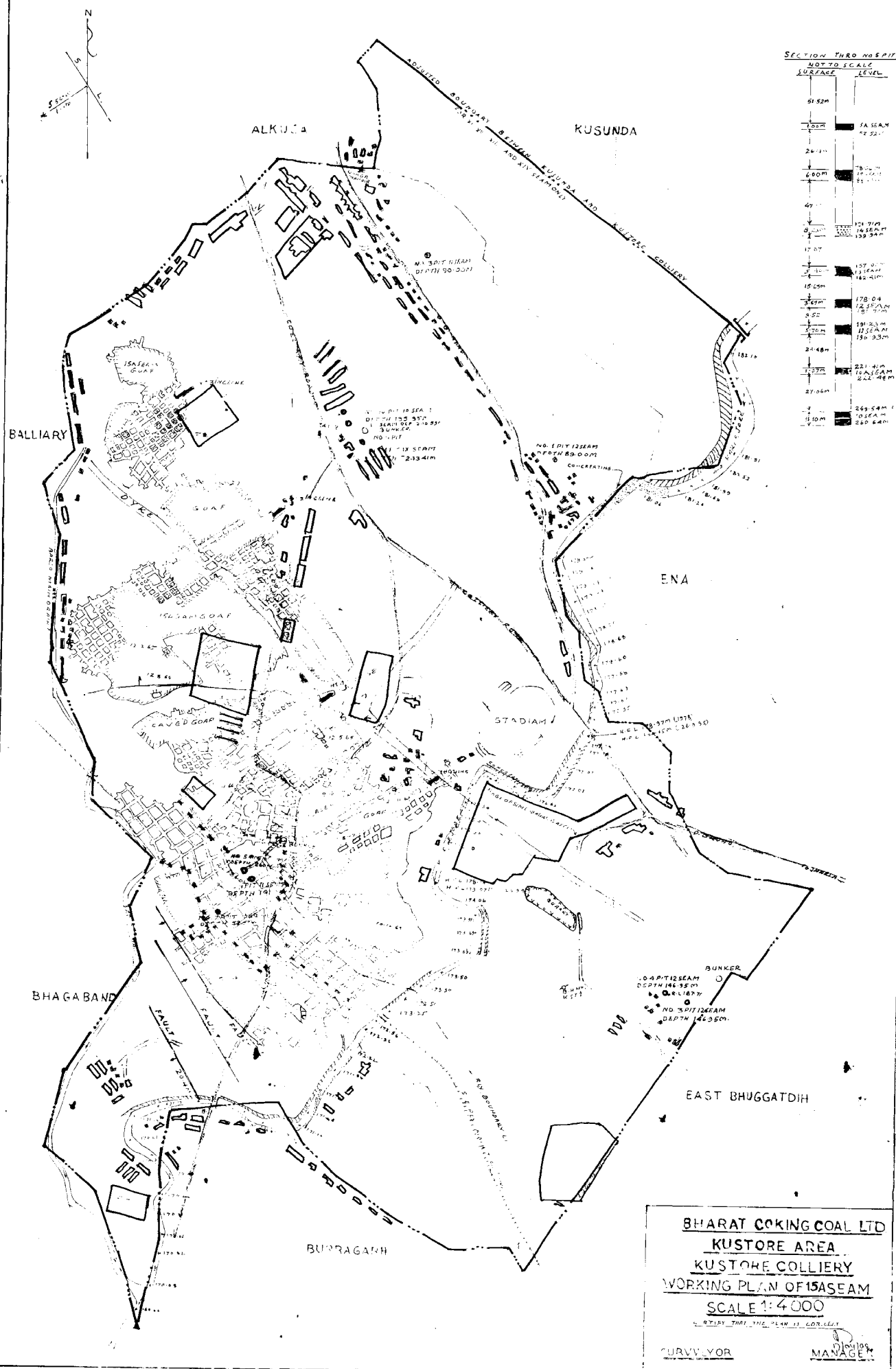
SURFACE	LEVEL
51.52m	
1.0m	51.52m 52.52m
26.44m	
6.0m	78.66m 84.66m
47.05m	
6.23m	131.71m 137.94m
17.07m	
5.40m	157.01m 162.41m
15.63m	
3.67m	178.04 181.71m
9.52m	
5.70m	191.23m 196.93m
24.48m	
1.01m	221.41m 222.42m
27.06m	
11.10m	243.54m 254.64m

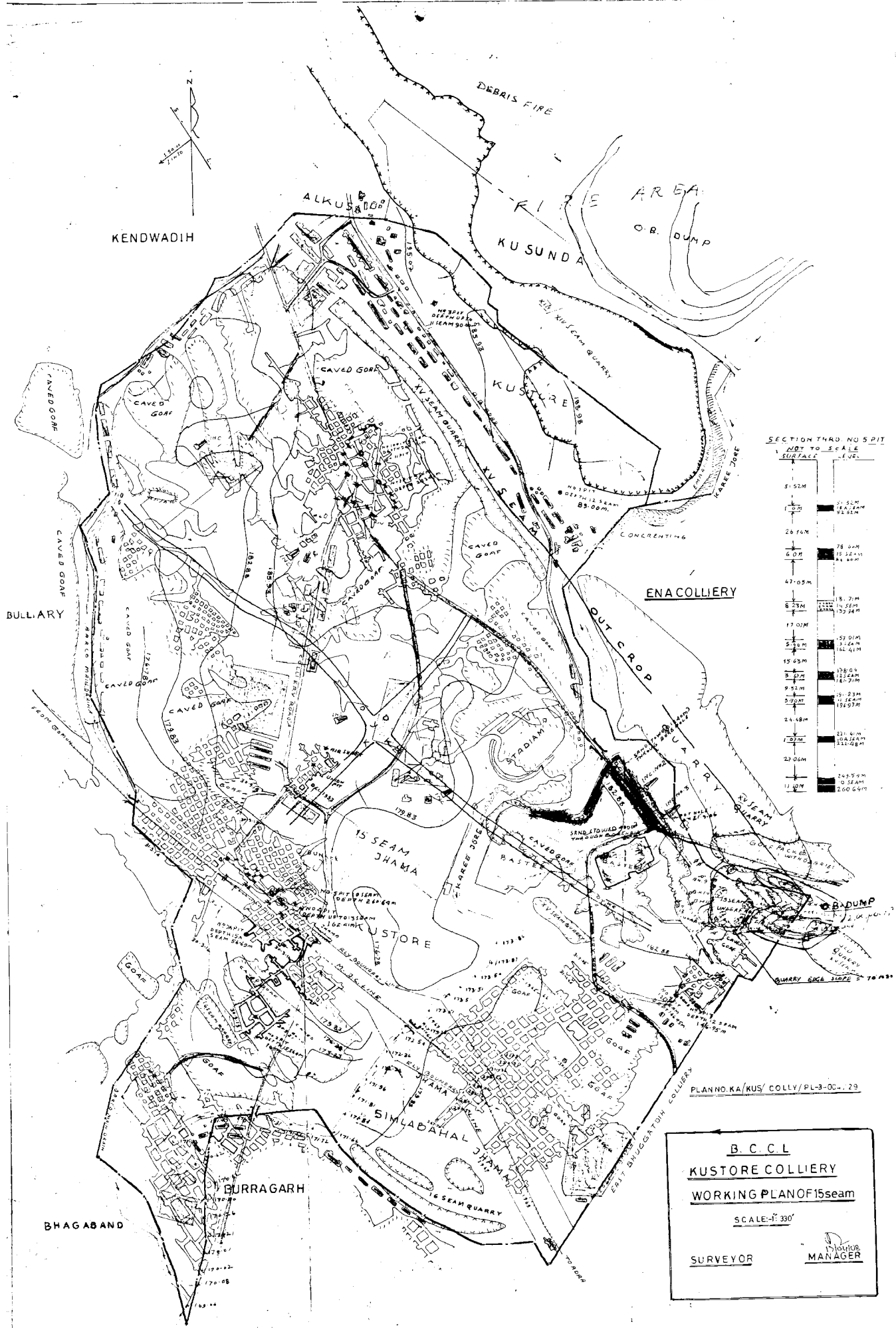
BHARAT COKING COAL LTD.
KUSTORE AREA
KUSTORE COLLIERY
WORKING PLAN OF 13 SEAM
SCALE 1:3960

SURVEYOR

MANAGER







SECTION THRU NO 5 PIT
NOT TO SCALE
SURFACE

51.52M	11.52M
26.16M	78.00M
47.05M	18.71M
8.53M	15.00M
17.07M	57.07M
5.10M	13.64M
15.65M	10.04M
8.07M	12.34M
9.52M	11.23M
27.02M	10.50M
24.48M	231.41M
17.07M	104.22M
27.06M	131.08M
11.00M	244.59M
0.00M	10 SEAM
	200.64M

PLANNING/KUS/ COLLY/PL-3-00-79

B.C.C.L

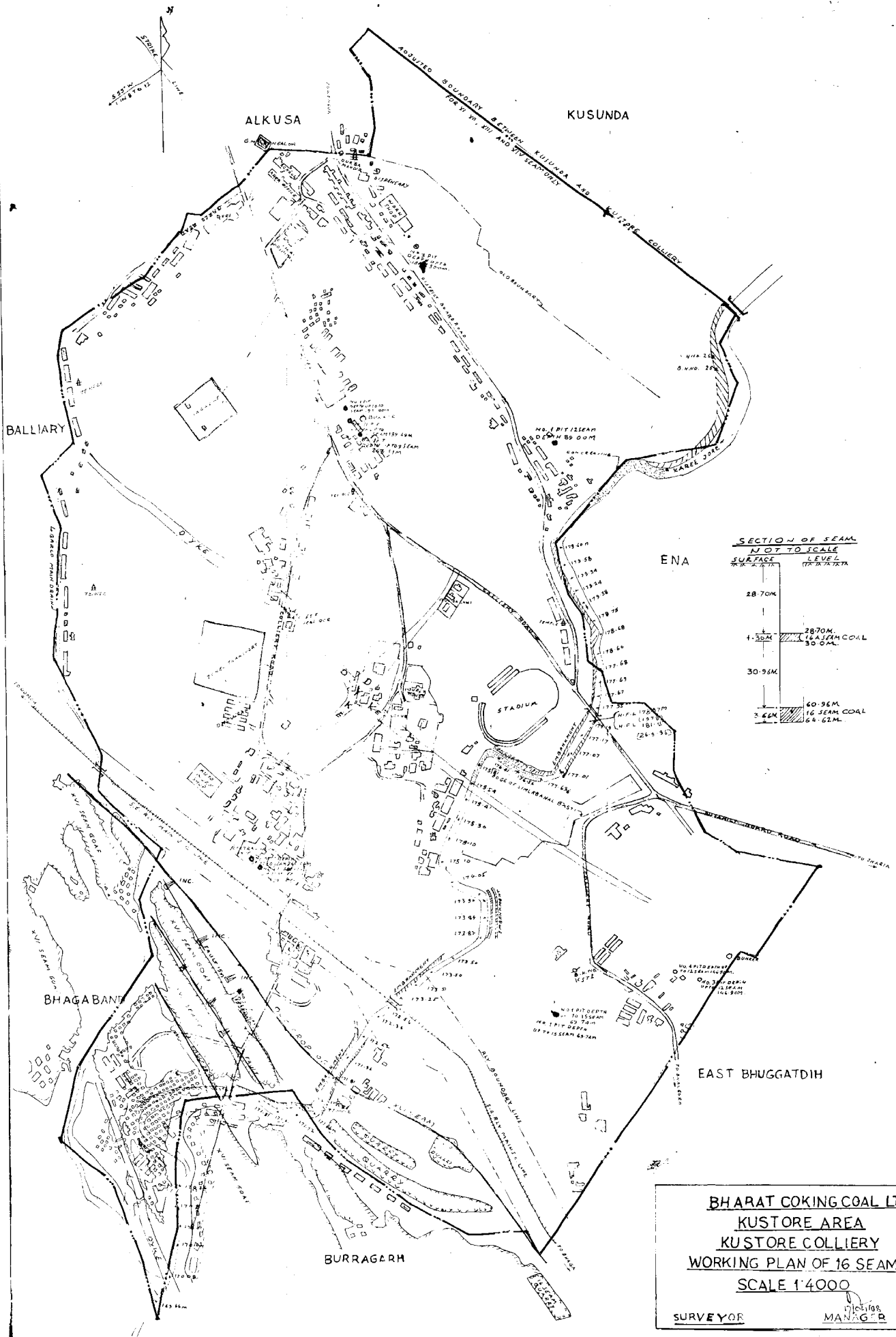
KUSTORE COLLIERY

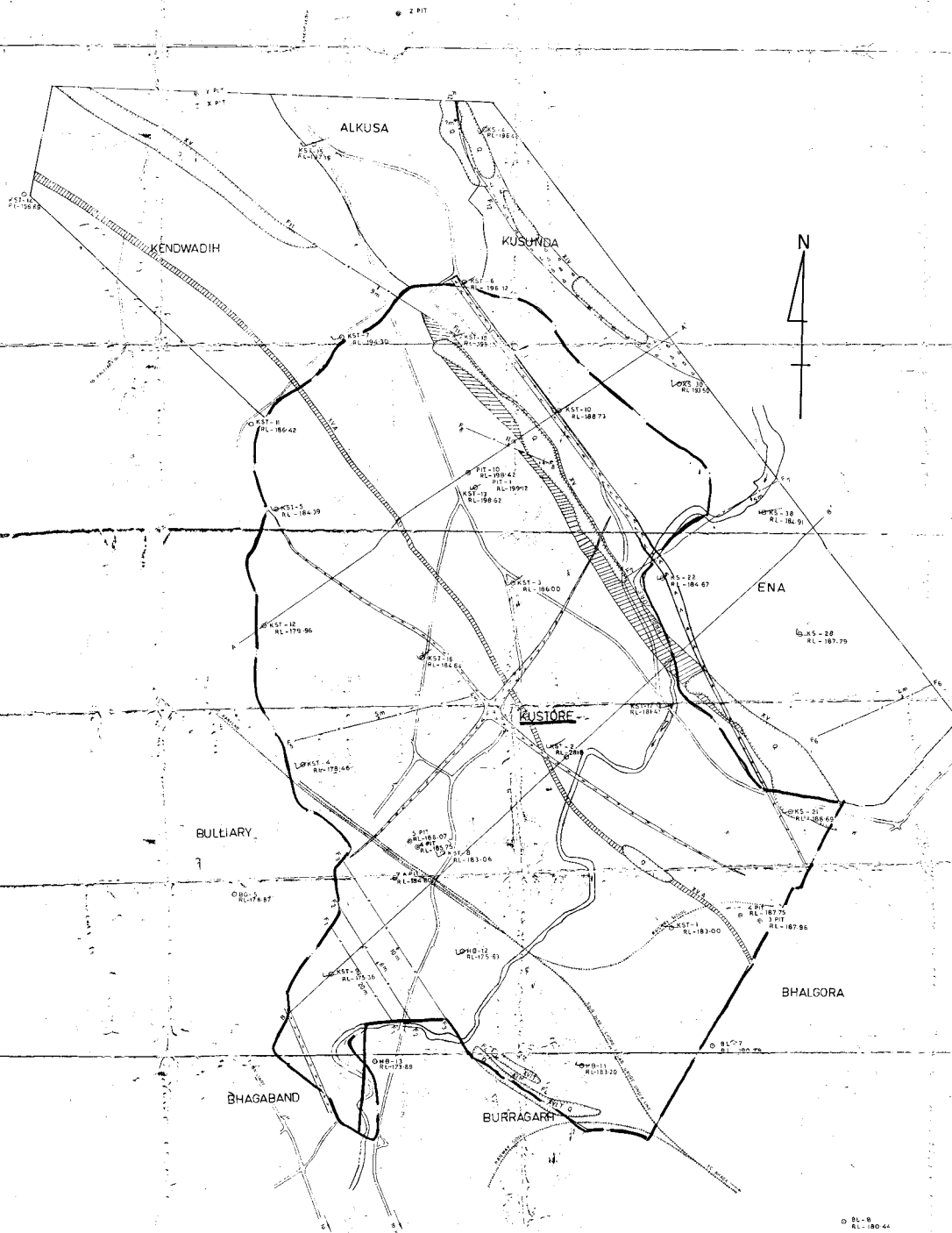
WORKING PLAN OF 15 SEAM

SCALE: 1" = 330'

SURVEYOR

MANAGER





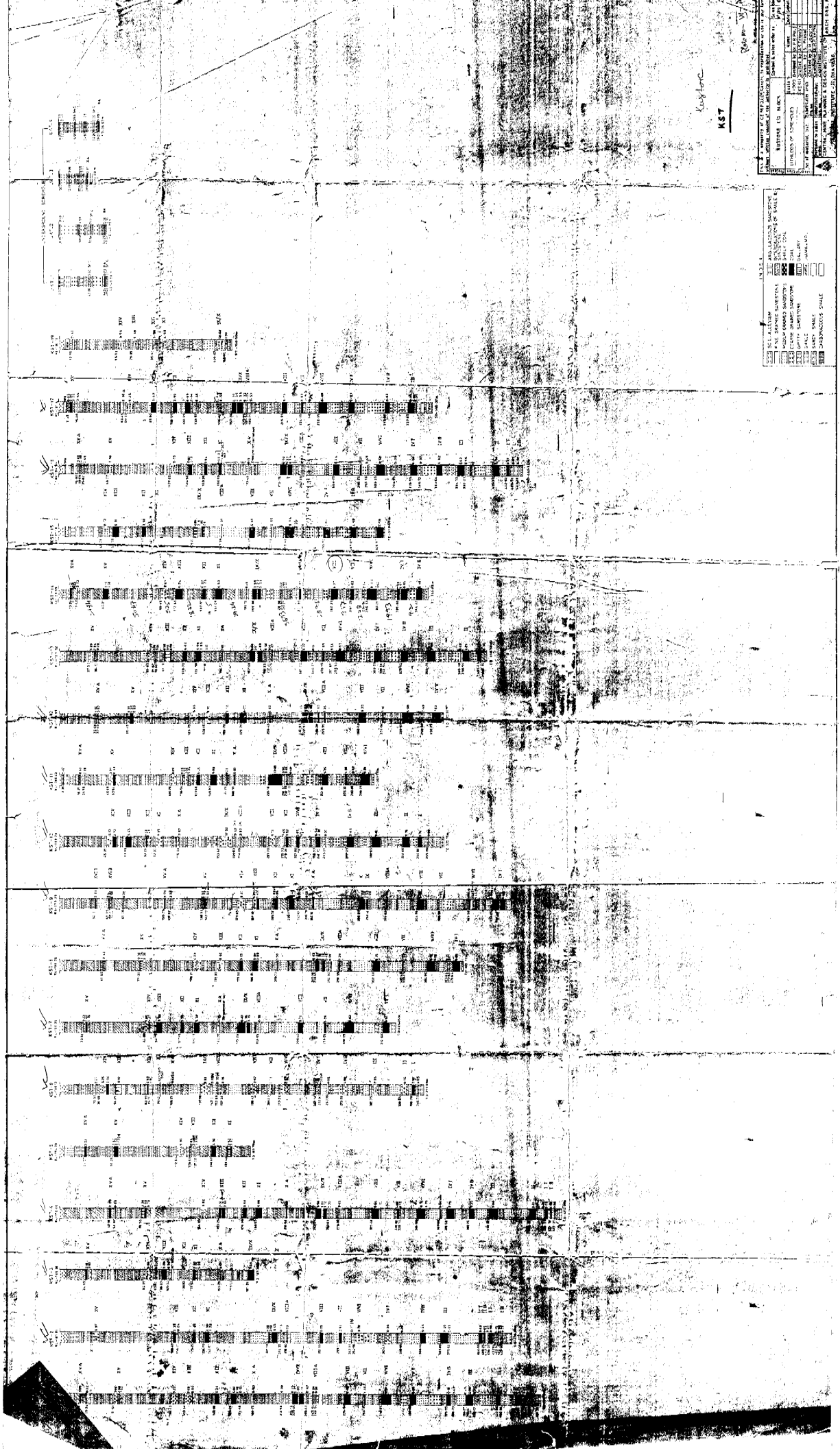
INDEX

	BLOCK BOUNDARY		FAULT WITH THROW
	COLLIERY BOUNDARY		ROAD
	SEAM INCROP		JORE
	QUARRY		RAILWAY LINE
	INCLINE		
	PIT		
	EXTENT OF MINE WORKING		
	G.O.A.F.		
	CEMENT BOREHOLES WITH RL (IN METRES)		

PLATE NO. 111

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RUSTORE UJO BLOCK		Sheet 8 of 8 under No. 111	
GEOLOGICAL PLAN		Scale	Scale
Author	Drawn	Checked	Reviewed
1:1000	1:1000	1:1000	1:1000
1:1000	1:1000	1:1000	1:1000



UNIT 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UNIT 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UNIT 3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UNIT 4

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UNIT 5

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

UNIT 6

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

UNIT 7

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UNIT 8

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

UNIT 9

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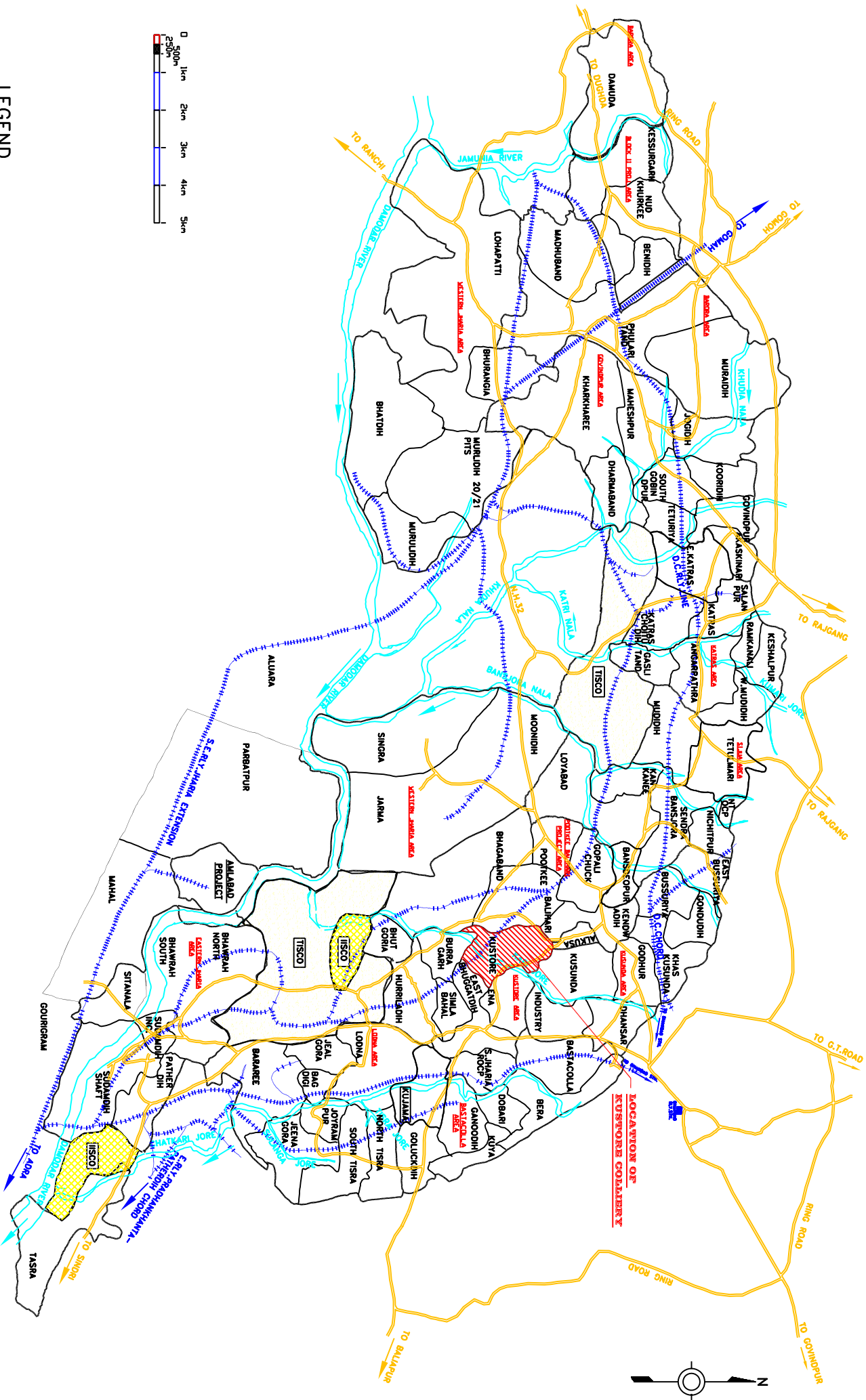
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LEGEND

AREA BOUNDARY

COLLIERY BOUNDARY

CLIENT:-		BHARAT COKING COAL LTD.	
PROJECT:-		INFORMATION REGARDING	
DESIGNED		CLOSED/ABANDONED/NON-OPERATING	
NAME		DATE	
SIGNATURE		DATE	