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EASTERN COALFIELDS LIMITED

BID DOCUMENT FOR LEASING OF 3 x 10 MW CHINAKURI THERMAL POWER STATION



NOVEMBER, 2011

**Central Mine Planning And Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Gondwana Place, Kanke Road,
Ranchi - 834031 (Jharkhand)**

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CHECK LIST

S. N.	Content	Location
1.	Notice Inviting Tender (NIT)	Ch-1, Page-1 to 11
2.	Declaration covering de-listing/ banning as per Clause No-3.3 (I) of "Instruction to Bidders" (ITB)	Ch-2, Page-4
3.	Document related to fulfillment of Eligibility Criteria, Financial, Commercial and Technical with Bid Capacity	Ch-2, Page-5 to 8
4.	Contractor's Bid and Qualification Information proforma duly filled in	Ch-3, Page-1 to 3
6.	Details on Joint Venture, Clause-1.3 and other details duly filled in	Ch-3, Page-3 to 9
7.	Questionnaire duly filled in	Ch-3, Page-10 to 12
8.	Affidavit as per format of Annexure-A	Ch-3, page-13
9.	Proforma for collecting payment through electronic mode including electronic fund transfer (ETF) & electronic clearance system (ECS).	Ch-3, page-14
10.	Name and address of Bidder with list of projects executed as in format of Enclosure - 1	Ch-3, page-15
11.	Format of Draft Lease Agreement	Ch-6, Page-1 to 15
12.	Format of Contract Agreement for replacement of boiler and auxiliaries (On Non-Judicial Stamp Paper)	Ch-6, Page-16 to 18
13.	Letter of Acceptance	Ch-6, Page-19
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I	Lease rental	Ch-7, Page-1
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III	Cost of transportation, if and whenever applicable	Ch-7, Page-1
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15.	Bank guarantee proforma for earnest money deposit/bid security	Ch-8, Page-1,2
16.	Bank guarantee proforma for additional security deposit for leasing of the power plant	Ch-8, Page-3 to 5
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18.	Integrity Pact duly filled and signed.	Ch-8, Page-9 to 16
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Chapter - 1

NOTICE INVITING TENDER (NIT)

EASTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited)

Office of the Chairman-Cum-Managing Director,

At : Sanctoria, P.O. Dishergarh, Pin -713 333, Dt. Burdwan (WB)

Tender Notice No: **ECL/GM(E&M)/ Chinakuri TPS/4438**

Dated : 16/01/12

PROJECT: 3x10 MW THERMAL POWER STATION AT CHINAKURI

Sealed Tenders in three parts (Part-I, Part-II & Part-III) are invited in quadruplicate from reputed, bonafide, competent and resourceful contractors having required qualification and suitable experience in work of similar nature in Govt ./ Public Sector / Joint Sector Enterprises (Managed jointly by Govt. and Private Agency) / Public Limited Company in Private Sector for the following job.

1. Name of work :

- a) **Replacement** of existing twenty (20) year old 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers, wherein the successful **bidder will make his own investment** for replacement of existing stoker fired boilers by FBC Boilers and associated other plant and machineries including the civil works and enter into **Lease Agreement** with ECL for running of the power plant.
- b) **Leasing** of 3x10 MW thermal power station at Chinakuri of Eastern Coalfield Limited (ECL) for a period of twenty (20) years on as is where is basis
- c) **Distribution** of power generated to mines of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point. The existing plant is in operating condition. The plant is to be operated as a captive power plant of ECL.

2. Earnest Money : Rs. 48 Lakhs (Rs. Forty-eight lakhs only)

**3. Cost of Tender Documents Including VAT : Rs. 5675.00/- (non-refundable)
(Out of total amount, Rs. 675.00/- is for VAT@13.5%)**

4. **Time of completion : 3 (Three) Years** for boiler modification works in phases (one by one) and generation & distribution with existing boilers, to commence within three (3) months of issue of LOI. **Expected date of commencement** is within three (3) months after issue of LOI or handing over the site, whichever is later.

5. (a) **Issue of Tender document :** Begins on 27/01/12
Closes on 12/03/12 in all working days
(Issue / sale closed on Saturday/ Sunday and Holidays)

(b) **Place of issue of Tender document :**

Office of the General Manager (E&M), ECL, Sanctoria, Dishergarh,
Burdwan, West Bengal 713333

(c) **Display of tender document through WEB SITE :**

Tender documents can be downloaded from our **website** www.easterncoal.gov.in during the stipulated period of sale of tender document.

In case of tender document obtained by downloading from Website, cost of tender document shall have to be deposited by the tenderer in the form of “**Demand Draft**” drawn in favour of “Eastern Coalfields Limited” on any Nationalised /Scheduled Bank, listed with RBI, payable at Asansol preferably on State Bank of India along with **EMD**. Tenderers shall be solely responsible for the correctness of the downloaded tender documents. 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 papers

The bidders will be required to submit an **undertaking that they will accept the tender documents as available on the website and their tenders shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.**

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 NIT at the time of submission of tenders. The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking shall be submitted in a separate envelope marked "**Cost of Tender Document and undertaking**" with Part-I.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

- (d) A Pre-Bid Meeting on 15/02/12 at 12 noon** in the Office of GM(E&M),ECL(HQ) will be held to clarify any questions on any matter ,if any by bidder or his representative.

6. (a) Date & Time of submission of Tender : On 14/03/12 upto 12 Noon

(b) Place of submission of tender :

Office of the General Manager (E&M), Eastern Coalfields Limited, Sanctoria, Dishergarh 713333, Burdwan, (W.B.)

7. Date & time of opening of tender (Part - I) : at 12.30 P.M. on 14/03/12 at the office of the General Manager (E&M), Eastern Coalfields Limited, Sanctoria, Dishergarh 713333, Burdwan, (W.B.)

If the office happens to be closed on the date of opening of tender as specified, the tenders will be opened on next working day at same time and venue.

No Tender Document will be issued or received by Post.

Tender submitted late will not be accepted.

Tender Documents will be available from the aforesaid offices up to 12/03/12 as per schedule in serial no.5 (a) & (b) above and for which the cost of tender document should be paid in cash which is non-refundable.

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work and allot the work/ works to more than one tenderer, at its sole discretion.

8. Earnest Money/Bid Security :

Entire amount of Earnest Money/Bid Security mentioned at serial No. 2 above should be deposited in the form of demand draft drawn in favour of "Eastern Coal fields Limited" on any Nationalized /Scheduled Bank listed with RBI payable at Sanctoria or Asansol, Distt - Burdwan, West Bengal, preferably on State Bank of India. Earnest Money/ Bid Security of the unsuccessful bidder shall be refundable as promptly as possible after opening of price Bid and finalization of the tender and shall bear no interest.

Or

In the form of irrevocable "Bank Guarantee" in the prescribed form with tender document from any Nationalised /Scheduled Bank listed with RBI, with validity 28 days beyond the validity of the Bid. The same should be submitted in a separate cover marking "Earnest Money". No tender shall be considered unless accompanied by the said earnest money and tender document cost (applicable for tenderers who will download the tender document from Website for submitting their offer) to be submitted in the cover marked 'Earnest Money'. The Bank Guarantee/rates offered in Part-III will be valid for a period of 180 (one hundred eighty) days from the date of opening of Part-I Bid of the tender (or the revised opening date, if any).

9. Tender box at respective submission offices will be opened on **14/03/12 at 12.30 hrs** only for recording the number of tender offers received at the

respective places as mentioned in Sl.No. 6 (a) & (b) in presence of intending tenderers or their authorized representatives.

10. Scope of Work :

The scope of work envisages that The Eastern Coalfields Limited, Sanctoria, Dishergarh - 713333, Burdwan (WB) (referred to as Employer in these documents) invites bids for :

- i) **Replacement of existing, approximately 20 years old, 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers** in phases including suitable crusher arrangement, wherein the successful bidder will make his own investment for replacement of existing stoker fired boilers by FBC Boilers and associated other plant and machineries including the civil works and enter into Lease Agreement with ECL for running of the power plant for a total period of 20(twenty) years
- ii) **Leasing of the 3x10 MW thermal power station with replaced boilers** at Chinakuri of Eastern Coalfields Limited (ECL) on as is where is basis **for generation, operation and maintenance of the plant for a period of twenty (20) years**
- iii) **Distribution of power for a period of twenty (20) years** to mines of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point. The existing plant is in operating condition. The distribution system for evacuation of power is owned by M/s DPSC Limited. The bidders are requested to inspect and ascertain the entire infrastructure involved for distribution of power to the stated areas as mentioned above. Strengthening / Extension of the existing distribution, if any, shall be in the scope of work. The entire distribution or wheeling of power shall be guided by the Indian Electricity Act 2003 and West Bengal Electricity Regulatory Commission. The plant is to be operated as a captive power plant of ECL. The station will continue to run during the period of replacement of boilers for up to three (3) years, i.e. till stipulated time of installation and commissioning of FBC boiler in phases (one by

one) and generation & distribution to commence. The tariff rate payable will be in accordance with the tariff rate variation clause, Chapter 4, page 5&6. The existing power station is running with Grade B coal from ECL mines.

11. Eligibility Criteria :

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which applications are invited (i.e. eligibility period) should be either of the following :
- (i) Three similar completed works each costing not less than Rs. 15.20 crores (Rupees Fifteen crores and twenty lakhs only).

Or

 - (ii) Two similar completed works each costing not less than Rs. 19 crores (Rupees Nineteen crores only).

Or

 - (iii) One similar completed work costing not less than Rs. 30.40 crores (Rupees Thirty crores and forty lakhs only).
- b) Average annual financial turn over for electrical/mechanical/civil work during the last 3 years ending 31st March of the previous financial year shall be at least Rs.14.40 crores (Rupees Fourteen crores and forty lakhs only).
- c) Definition of “similar work” means
- i) Experience in design, supply, erection, construction/installation, testing, commissioning and operation and maintenance of 10MW FBC based thermal power plant(station capacity) including generation and distribution of generated power.
 - ii) Valid H.T. Electrical contractor license of any state but in the event of work being awarded; the bidder will have to obtain the contractor license before execution of Agreement from West Bengal Government.

- d) Evidence of possessing adequate working capital at least Rs.9.60 crores (Rupees Nine crores and Sixty lakhs only) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- e) Evidence of possessing adequate infrastructure support with respect to design, construction, manufacture /supply of major equipment inclusive of legally bound back-up MOU/Agreement with other agencies in the respective field of specialization as joint venture partners or sub-contractors.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level).

- f) Bidder must submit a copy of the registration certificate with CMPF/ Employees Provident Fund along with declaration that they shall abide by and implement the provisions of PF as applicable during execution of work.
- g) Sub contractors experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.
- h) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available bid capacity will be calculated as under:

$$\text{Assessed available bid capacity} = (A \times N \times 2 - B)$$

Where,

- A: Maximum value of works executed in any one year during the last five years ending last day of month previous to one in which applications are invited (updated to present level at a weightage of 5% per year) taking into account the completed as well as works in progress.

N: Number of years prescribed for completion of the works for which bids are invited.

B: Value of present price level of existing commitments and on-going works to be completed during the next 2 years

Note: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below the rank of Executive Engineer.

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

1) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

12. **ECL would not be liable for any compensation** due to stoppage /change in scope of work due to local disturbance, change in Govt. policy, law and any order of judiciary, obstruction or delay by any out side elements/ agency.

13. **General Instructions for submission of Tender**

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 normally in three parts prominently super scribed as Part-I, Part-II and Part-III, respectively.

Three parts should contain the details of the offer as follows:

Part - I: Full details of the firm, information on the supplies of similar equipment to different parties in the country, details of projects handled, testimonials and documentary evidence in support of satisfactory performance, financial capabilities and any other relevant information, Earnest Money Deposit and the Cost of Tender, as applicable for tender document downloaded from the website.

Part - II: i) Technical offer along with technical specifications of equipment/ know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.

ii) Commercial terms and conditions in conformity with the conditions stipulated in the NIT.

Part - III: Prices only in the format as indicated in the tender documents.

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

Part – III of the bids which are technically and commercially at par and substantially responsive in accordance with specifications, scope, terms and conditions and are fulfilling the requirements of the instructions to the bidders, shall be opened only for bidders who are found valid after scrutiny of Part – II. The date of opening of Part – II and Part – III will be intimated in advance to the valid bidders.

14. The rates offered in Part-III should be valid for 180 (One hundred twenty) days from the date of opening of Part-I of the tender.

15. ECL reserves the right to reduce time of completion provided in the tender notice for completion of entire work.

16. The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason

whatsoever and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

17. No documents will be received/considered by the Tender Committee for the purpose of evaluation of the tender after the scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking document. However, clarification, if necessary may be asked by the Management”.
18. Tenderers are requested to look into the website of ECL and Govt. Portal for any addendum /corrigendum till the last date of sale of the tender document as stipulated in the NIT for the subject work... Corrigendum, if any, will have to be downloaded and submitted along with the bid document duly signed.
19. The bidders are required to sign the integrity pact as per format given in the Document

Part – I

Name , address and contact No. of the Independent External Monitor :

Sl.No.	Name	Address
1.	Shri Debabrata Bandopadhyay IAS(Retd).	G.D-89 , Sector III Salt Lake , Kolkata-700106 Phone no. 033-23348544
2.	Shri Sujit Shankar Chattopadhyay, I.A.S(Retd).	C.K.- 205, Sector-1 Salt lake, Kolkata 700091 Phone 033-23216602

Signature

**General Manager (E&M),
Eastern Coalfields Limited,
Sanctoria, Dishergarh 713333,
Burdwan, (W.B.)**

Distribution.

1. C M D
 2. D(T)-OP/ D(T)-P&P/ D(F) / D(P) - ECL
 3. CVO, ECL HQ.
 4. CGM/GM (CMC) – All subsidiaries.
 5. TS to CMD/ TS to D(F) - ECL HQ.
 6. GM(P&P.)/GM(F)/GM(C)/GM(P&IR)/CGM(IED)/GM(Excav)/GM(S&M)-ECL/HQ.
 7. CGMs/GMs - All Areas / Projects.
 8. Dy.PRM, ECL/HQ - with the request to arrange for publication of abridged form of NIT in leading news papers in English and other languages as per policy of the Company as well as display in WEBSITE of ECL & Govt. Portal
 9. FM(CMC) / Dy. CE(C)-CMC / F.M.(Cash) / Chief Cashier ,ECL/HQ.
 10. Hony. Secretary - Builders' Association Of India, Asansol Center. C/o. Sri J.C. Lal, M/s.Linkers India, Lithuria Road, Neamatpur, P.O. Sitarampur - 713 359.
 11. President, Coal & Steel Chamber of Commerce & Industries, P.O. Ukhra, Dist. Burdwan(WB).
 12. Chief of Security , ECL. - With a request to provide adequate security on the date of submission of tender at ECL HQ and on the date of opening (i.e. **on 14/03/12**).
 13. NOTICE BOARD
- Copy to :
- i) Sri Sujit Shanker Chattopadhyay , I.A.S (Retired), C.K.- 205, Sector-1
Salt lake Kolkata
 - ii) Shri Debabrata Bandopadhyay, IAS(Retd) GD-89, Sector- III, Salt Lake,
Kolkata-700106

Chapter – 2

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF TENDER

1.1 **The Eastern Coalfields Limited, Sanctoria, Dishergarh - 713333, Burdwan (WB)** (referred to as Employer in these documents) invites bids for :

- i) **Replacement of existing, approximately 20 years old, 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers** in phases including suitable crusher arrangement, wherein the successful bidder will make his own investment for replacement of existing stoker fired boilers by FBC Boilers and associated other plant and machineries including the civil works and enter into Lease Agreement with ECL for running of the power plant for a total period of 20(twenty) years
- ii) **Leasing of the 3x10 MW thermal power station with replaced boilers** at Chinakuri of Eastern Coalfields Limited (ECL) on as is where is basis **for generation, operation and maintenance of the plant for a period of twenty (20) years**
- iii) **Distribution of power for a period of twenty (20) years** to mines of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point. The existing plant is in operating condition. The distribution system for evacuation of power is owned by M/s DPSC Limited. The bidders are requested to inspect and ascertain the entire infrastructure involved for distribution of power to the stated areas as mentioned above. Strengthening / Extension of the existing distribution, if any, shall be in the scope of work. The entire distribution or wheeling of power shall be guided by the Indian Electricity Act 2003 and West Bengal Electricity Regulatory Commission. The plant is to be operated as a captive power plant of ECL. The station will continue to run during the period of replacement of boilers for up to three (3) years, i.e. till stipulated

time of installation and commissioning of FBC boiler in phases (one by one) and generation & distribution to commence. The tariff rate payable will be in accordance with the tariff rate variation clause, Chapter 4, page 5&6. The existing power station is running with Grade B coal from ECL mines.

- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.

2.0 ELIGIBLE TENDERERS

- 2.1 The invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

- 2.2 All bidders shall provide in Part 1, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) 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 Employer to provide consulting services for the preparation or supervision of the works shall not be eligible to Bid.

- 2.3 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly responsible for completing the task as per the contract.

3.0 QUALIFICATION OF THE TENDERER

- 3.1 All bidders shall provide in Part 1, Forms of Bid and Qualification Information along with EMD and Cost of Tender as applicable for downloaded Tender Documents, as described in Clause 11.0 (a) of this Chapter.

- 3.2 In the event that pre-qualification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original pre-qualification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in Part 1.
- 3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letterhead.)
- a. Copies of original documents defining the constitution or legal status, place of registration, registration of firm and principal place of business, written power of attorney of signatory of the Bid to commit the Bidder.
 - b.
 - i) Total monetary value of contractual work performed for each of the last five years.
 - ii) Experience of having successfully executed similar works during last seven years
 - c. Experience in works of similar nature and size for each of the last five years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts with performance certificate for the works executed in the last five years from the respective owners.
 - d. major items of construction equipment proposed to carry out the Contract.
 - e. qualifications and experience of key site management and technical personnel proposed for the contract;
 - f. reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years.

- g. evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources.)
- h. authority to seek references from the Bidder's bankers.
- i. information regarding any litigation, current or during the last five years, in which the Bidder is involved. the parties concerned, and disputed amount including status of final settlement of contracts including claims/counter claims, liquidated damage, bonus etc. if any.
- j. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price
- k. Permanent Income Tax Account No. (PAN)
- l. The bidders would give a declaration that they have not been banned or delisted by any Govt. Or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.
- m. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.
- n. Copy of registration certificate with CMPF/Employees Provident Fund along with declaration that bidder shall abide by and implement the provisions of PF as applicable during execution of work.
- o. Service tax registration with competent statutory authority
- p. Duly signed 'Integrity Pact' with ECL should be submitted at the time of offer.

Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document.

3.4 Financial and Commercial

To qualify for award of the contract,

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which applications are invited (i.e. eligibility period) should be either of the following -:
 - (i) Three similar completed works each costing not less than Rs. 15.20 crores (Rupees Fifteen crores and twenty lakhs only).

or
 - (ii) Two similar completed works each costing not less than Rs. 19 crores (Rupees Nineteen crores only).

or
 - (iii) One similar completed work costing not less than Rs. 30.40 crores (Rupees Thirty crores and forty lakhs only).
- b) Average annual financial turn over for electrical/mechanical/civil work during the last 3 years ending 31st March of the previous financial year shall be at least Rs.14.40 crores (Rupees Fourteen crores and forty lakhs only).
- c) Definition of “similar work” means
 - i) Experience in design, supply, erection, construction/installation, testing, commissioning and operation and maintenance of 10MW FBC based thermal power plant(station capacity) including generation and distribution of generated power.
 - ii) Valid H.T. Electrical contractor license of any state but in the event of work being awarded; the bidder will have to obtain the contractor license before execution of Agreement from West Bengal Government.

- d) Evidence of possessing adequate working capital at least Rs.9.60 crores (Rupees Nine crores and Sixty lakhs only) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- e) Evidence of possessing adequate infrastructure support with respect to design, construction, manufacture /supply of major equipment inclusive of legally bound back-up MOU/Agreement with other agencies in the respective field of specialization as joint venture partners or sub-contractors.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level).

- f) Bidder must submit a copy of the registration certificate with CMPF/ Employees Provident Fund along with declaration that they shall abide by and implement the provisions of PF as applicable during execution of work.

3.5 Technical

3.5.1 The bidder should have access to the state of art AFBC/Bubbling Bed/CFBC technology, should have satisfactory experience of at least five years in design, supply, erection, construction/installation, testing, commissioning, operation and maintenance and implementation of thermal power project(s) of at least 10 MW capacity (station capacity).

3.5.2 Large industrial organizations like government organizations, public sector organization/public limited company/partnership firm/private company/consortium etc. fulfilling the above requirement.

3.5.3 The bidder should have work permission from relevant Government department of W. B. state.

- 3.5.4 Individual or organizations not fulfilling the above requirement may also offer, subject to enclosing with the bid an agreement on non-judiciary stamp paper with organization(s) fulfilling that the qualified organization(s) as outlined in clause 2.1.1 will render all engineering and technical supports to the bidder for at least 5 years.
- 3.5.5 The bidder shall have single point responsibility in case the bidder joins hands with other firms/organizations.
- 3.6 Sub contractors' experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.
- 3.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available bid capacity will be calculated as under:

$$\text{Assessed available bid capacity} = (A \times N \times 2 - B)$$

Where,

- A: Maximum value of works executed in any one year during the last five years ending last day of month previous to one in which applications are invited (updated to present level at a weightage of 5% per year) taking into account the completed as well as works in progress.
- N: Number of years prescribed for completion of the works for which bids are invited.
- B: Value of present price level of existing commitments and on-going works to be completed during the next 2 years

Note: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below the rank of Executive Engineer.

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

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.9 Integrity Pact

- a. Bidders are required to sign the Integrity Pact with ECL as per format given in the Tender Document. This will be signed by the authorised signatory of the bidder(s) / contractor(s) with name, designation and seal of the company and submitted along with Part – I of the offer. If the bidder is a partnership or consortium, this agreement must be signed by all partners or consortium members. All bidders who do not sign the part shall be disqualified from participation in the tender process.
- b. Duration of the 'Integrity Pact' shall be as per section 9 of the format.
- c. The bidder(s) / contractor(s) should undertake to demand from all subcontractors a commitment in conformity with the 'Integrity Pact' and to submit to ECL before contract signing.
- d. Any bidder who does not submit this duly signed document, shall be disqualified from participation in the tender process.

Format of Integrity Pact is enclosed.

4.0 ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public limited firm. A Bidder who submits or participates updated estimated value in more than one Bid (other than as a subcontractor or in cases of alternatives that have been

permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5.0 COST OF BIDDING

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

6.0 SITE VISIT

6.1 The bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works, area where power is to be distributed and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

6.3 Before submission of offer the bidders are advised to inspect and examine the thermal power station and the area where power is to be distributed to make themselves fully conversant with the equipment, building and structures, site conditions, fuel parameters, source and quality of water and other infrastructural facilities and means of access to the sites. It shall be deemed that bidder has visited the stations and got fully acquainted with the plant, building equipment and structure thereof and other prevalent conditions thereof whether he actually visits the thermal power station or not and has taken all the factors into account while quoting his price. The price quoted should be inclusive of all taxes, duties, incidental, over-heads as may be

incurred for execution of the contract and running and maintenance of thermal power station.

- 6.4 The bidder shall bear all costs associated with the preparation and submission of his bid, and ECL will in no case be responsible or liable for those costs.

7.0 CONTENT OF BIDDING DOCUMENTS

- 7.1 The set of bidding documents comprises the documents listed in table below and addenda issued in accordance with Clause 9.

Chapter - 1	Notice Inviting Tender
Chapter - 2	Instructions to Bidders
Chapter - 3	Forms of Bid and Qualification Information
Chapter - 4	General Description and Scope of Work
Chapter - 5	General Terms and Conditions
Chapter - 6	Draft Lease Agreement, Contract Agreement for Works and Letter of Acceptance
Chapter - 7	Performa for Price Bid
Chapter - 8	Bank Guarantee Proforma for EMD/Bid Security and Integrity Pact.
Chapter - 9	First, Second, Third, Fourth and Fifth Schedules

8.0 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable includes facsimile) at the Employer's address indicated in the notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response

will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

9.0 AMENDMENT OF BIDDING DOCUMENTS

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

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents and shall be displayed on the website. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below. And the same is also to be communicated simultaneously to all the purchaser of the bidding document and to be displayed on the website.

10.0 LANGUAGE OF BID

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

11.0 DOCUMENTS COMPRISING THE BID

The Bid, comprising normally in three parts, will be submitted by the bidder in the following manner.

- a. **Part I** of the bid to be submitted in 1st inner sealed envelope comprising
 - i) bid security/earnest money deposit,

- ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document..
 - iii) qualification information as indicated in bid document 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.
 - iv) cost of downloaded documents & undertakings as per Clause no.4 of Tender notice from website is to be submitted in envelope with the Part-I of the bid.
- b. **Part II** of the bid to be submitted in the IInd inner sealed envelope comprising
- i) A preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - ii) Technical information along with technical specifications of equipment/know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.
 - iii) Technical aspects and commercial terms and conditions containing but not limited to the following shall also be enclosed in "Techno Commercial Part":
 - a) Detailed write-up highlighting the approach for carrying out the works.
 - b) Arrangement proposed by bidder for supply of requisite quantity of power to lessor's facility during scheduled or forced outages of unit(s) of power plant
 - c) Man Power proposed to be deployed and organisation chart for operation, maintenance, general administration and security etc.
 - d) Requirement of prefixed quantity of Grade E coal per 10MW unit per year. The quantity of coal to be allocated by ECL will however be limited to the normative quantity of coal consumption per unit of electricity generated by the plant as per the guidelines of the relevant regulatory authorities.
 - e) Housing satisfaction to be provided and types and numbers of quarters required from lessor. The list of quarters sparable by Lessor is enclosed in

Second Schedule, Chapter - 9.

- f) Acceptance of technical requirement and general conditions stipulated in this document and deviations, if any.
- iv) Commercial Terms and Conditions, including payment terms in case rdeviating from those in the tender inquiry. **(No deviation shall be accepted)**

- c. **Part III** of the bid, to be submitted in Illrd inner sealed envelope, shall comprise Price Bid only in the format as indicated in the tender document.

Price Bid will comprise the following:

- (i) **Lease rent** payable by bidder in Rs. Lakhs per year.
- (ii) **Base Tariff** in Rs. per kWh exclusive of taxes and duties, considering the plant to be operated as a captive power plant of ECL including the cost of distribution of power to various metering points of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc.

Bidder may indicate the Cost of replacement of existing 3x10 MW stoker-fired boilers by new 3x10 MW Fluidised bed combustion (FBC) boilers, including suitable crusher arrangement with auxiliaries and necessary modifications of associated plant and machineries with civil works required for dovetailing with the existing system, inclusive of all taxes and duties. **This shall be for information purpose only.**

- d. All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.

12.0 BID PRICES

- 12.1 The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of work as detailed in the bidding document.
- 12.2 The bidder shall submit rates and prices for all items described in the scope of work.
- 12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and the total Bid Price submitted by the Bidder.
- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract indicated in the bidding document.

13.0 CURRENCIES OF BID AND PAYMENT

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

14.0 BID VALIDITY

- 14.1 Bid shall remain valid for a period not less than one hundred and eighty days after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer 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 cable. 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 15 in all respects.

15.0 BID SECURITY/EARNEST MONEY DEPOSIT

- 15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of demand draft drawn in favour of “Eastern Coal fields Limited” on any Nationalized /Scheduled Bank listed with RBI payable at Sanctoria or Asansol, Distt - Burdwan, West Bengal, preferably on State Bank of India or in the form of irrevocable “Bank Guarantee” in the prescribed form with tender document from any Nationalised /Scheduled Bank listed with RBI, with validity 28 days beyond the validity of the Bid.
- 15.2 Any Bid not accompanied by an acceptable Bid Security/ EMD will be rejected by the Employer as non-responsive.
- 15.3 The Bid Security/ EMD of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender.
- 15.4 The Bid Security/ EMD of the successful Bidder will be discharged where the Bidder has signed the Agreement and furnished the required Performance Security Deposit.
- 15.5 The Bid Security/ Earnest Money 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, if the Bidder fails within the specific time limit to: (i) sign the Agreement, or (ii) furnish the required Performance Security/ Security Deposit.

c. If the bidder does not accept the correction of the bid price pursuant to clause 25 of Instructions to Bidders (ITB).

15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

16.0 FORMAT AND SIGNING OF BID

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of the instruction to Bidder.

16.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clause 3.3(a). All pages of the Bid document shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17.0 SEALING, MARKING AND SUBMISSION OF BIDS

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

a. 1st inner sealed envelope will be marked "Part-I – Bid for -----
----- comprising Bid Security/EMD with qualification information".

b. 2nd inner sealed envelope will be marked as "Part II - Technical and Commercial Part for -----".

c. 3rd inner sealed envelope will be marked "Part III - Price Bid for -----
-----".

- d. Outer Sealed envelope will be marked as "Bidding Documents for -----
-----".

17.2 The inner envelopes placed in outer envelopes shall:

- a. be addressed to the Employer at the following address and submitted accordingly before the deadline for submission of bid as indicated in Clause 18:

To
The General Manager (E&M),
Eastern Coalfields Ltd.
Sanctoria, Dishergarh - 713333
Burdwan, West Bengal

and

- b. inner and outer envelopes will bear the following additional identification:
 - Bid for ----- .
 - Bid Reference No.
 - DO NOT OPEN BEFORE HRS IST on

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be delivered to the Employer at the address specified above not later than..... 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.

- 18.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 LATE BIDS

Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline or extended deadline.
- 20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 20.3 No Bid may be modified after the deadline for submission of Bids.
- 20.4 Withdrawal of Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding document or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.

21.0 BID OPENING

- 21.1 The Employer will open the bids, including modifications made pursuant to Clause 20, in the presence of the bidder's or their representatives who choose to attend at the time and in the place specified in Clause 18. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 21.2 Part-II of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part-I of the bids in accordance with Cl.24 of these instructions.
- 21.3 Part – III of the bids which are technically and commercially at par and substantially responsive in accordance with specifications, scope, terms and conditions and are fulfilling the requirements of the instructions to the bidders, shall be opened only for bidders who are found valid after scrutiny of Part – II. The date of opening of Part – II and Part – III will be intimated in advance to the valid bidders
- 21.4 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause-20 shall not be opened.
- 21.5 The Bidders' names, the Bid Prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.0 PROCESS TO BE CONFIDENTIAL

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

23.0 CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile.

24.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities; and
- d. is substantially responsive to the requirements of the Bidding documents.

- 24.2 A substantially responsive Bid is one which conforms to all terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one
- a. which affects in any substantial way the scope, quality or performance of the work;
 - b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25.0 CORRECTION OF ERRORS

- 25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
- a. where there is a discrepancy between the amounts of figures and in words, the amounts in words will govern; and
 - b. 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.
 - c. discrepancy in totaling or carry forward in the amount quoted by the contractor 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 tendered along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

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

26.0 EVALUATION AND COMPARISON OF BIDS

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

- 26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid as follows :

- a. making any correction for errors pursuant to Clause 25.
- b. making an appropriate adjustment for any other quantifiable acceptable variations, deviations ;and
- c. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

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

- 26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the work, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

27.0 AWARD CRITERIA

27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price (in case of cost of replacement of boilers, lease rent and base tariff). **Bid Evaluation procedure has been given in Annexure – I placed in this document with Chapter – 7.**

28.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND NEGOTIATE

28.1 Notwithstanding Clause 27, the Employer 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 Employer's action.

29.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

29.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of Works(before handing over) by the Contractor as prescribed by the Contract (hereinafter & in the Contract called "the Contract Price").

- 29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 30.
- 29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 60 days following the notification of award along with the letter of Acceptance.
- 29.4 Upon the furnishing by the successful Bidder of the Performance Security/Security Deposit, the Employer will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

30.0 PERFORMANCE SECURITY / SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 30.1 **Security Deposit for works related to replacement of existing 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers and auxiliaries** including suitable crusher arrangement, wherein the successful bidder will make his own investment for replacement of boilers and associated other plant and machineries including the civil works, shall consist of **Performance Security** to be submitted at award of work and this security deposit shall bear no interest.

30.1.1 Performance Security shall be Rs. 1.9 crores (Rupees One crore and ninety lakhs only) and should be submitted within 28 days of receipt of LOI by the successful bidders in any of the form given below after which bid security/earnest money will be refunded to the contractor :

- a) A Bank Guarantee in the form given in the bid document
- b) Govt. Securities, FDR or any other form of deposit stipulated by the owner

- c) Demand draft drawn in favour of Eastern Coalfields Ltd. on any Nationalised/Scheduled Bank listed with RBI & payable at its Branch at Asansol.

The bid security deposit in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

30.1.2 If performance security is provided by the successful bidders in the form of Bank guarantee it shall be issued either

- (a) by a Nationalized /Scheduled Bank, listed with RBI and acceptable to ECL.
- (b) by a foreign bank located in India (approved by RBI) and acceptable to ECL.
- (c) the validity of the Bank guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

30.1.3 Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

30.1.4 Rs. 1.9 crores (Rupees One crore and ninety lakhs only) as Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

30.1.5 **Refund of Security Deposit** : The refund of Security deposit shall be subject to company's right to deduct /appropriate its dues against the contractor under this contract or under any other contract .

30.2 The guarantee period will be twelve (12) months after successful erection and commissioning of the boilers and auxiliaries and their performance guarantee tests.

- 30.3 The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
 - (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.
- 30.4 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.
- 30.5 Bank Guarantee is to be submitted in the format prescribed by the company in the Bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalised Bank/Scheduled Bank.
- 30.6 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 30.7 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.
- 30.8 Failure of the successful Bidder to comply with the requirements of Sub-clause 30.1 shall constituted sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 30.9 Performance Security/Security Deposit shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations and shall be valid for 90 days after the end of Guarantee period.

30.10 Additional Security Deposit for leasing of power plant

30.10.1 The successful bidder will have to deposit additional security money of Rs. Two crores and fifty three lakhs (2.53 crores) in the form of Bank draft on any scheduled bank in India drawn in favour of "EASTERN COALFIELDS LIMITED" payable at Sanctoria or Asansol, Distt - Burdwan, West Bengal and it should be submitted within 28 days of receipt of LOA. This can also be deposited in the form of bank guarantee in the format enclosed in this Document. The earnest money of successful bidder will be adjusted towards security deposit.

30.10.2 Additional Security money will be retained by the lessor during the entire contract period. The security deposit will be forfeited if lessee fails to supply guaranteed power to lessor with existing boilers within 3 (three) months from the issue of LOI.

The plant shall be treated as operating successfully by lessee for a period, if lessee is able to supply and distribute in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point, the quality and quantity of power generated from thermal power station as guaranteed in clause no 4.2, Chapter - 4, over that period.

30.10.3 The Security Deposit will not carry any interest.

31.0 EMPLOYMENT OF LOCAL LABOUR

31.1 "Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government".

32.0 LEGAL JURISDICTION

32.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Asansol court, West Bengal only.

33.0 SUB-CONTRACTOR / SUB-VENDOR

- 33.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage sub-contractor / sub- vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer in Charge 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 will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.
- 33.2 If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

34.0 STATUTORY APPROVALS

- 34.1 The lessee shall observe and perform all provisions of laws and regulations of the Government and of any public authority in respect of use and occupation of the said land and building and for running the thermal power station.
- 34.2 The lessee shall obtain required consent/ approval from W.B. State Electricity Board and/or Government of W.B. or other authorities as required under the provision of applicable laws and The Electricity Act, 2003 before execution of Agreement.
- 34.3 The lessor has obtained following consent/ approvals:
- Environmental clearance from Department of Environment, Ministry of Environment & Forest, GOI and State Pollution Control Board.

Chapter - 3

FORMS OF BID AND QUALIFICATION INFORMATION

CONTRACTOR'S BID

Sub: 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 NIT and Instructions to Bidders amounting to Rs (in figures) (in words) in the form as stipulated in Clause 15 of the Instructions to Bidders is enclosed herewith (to be filled in by the Bidder)

This 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 the Bid security required by the Bidding documents. We also confirm that E.M.D 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 the bid document.

Yours faithfully,

Authorised Signature:.....

Name & Title of the Signatory:

Name of the Bidder..... (the Contractor)

Address:

Date :

(To be filled by the Bidder)

- Encl: i) EMD of Rs..... Vide..... dt.
 ii)
 iii)
 iv)

FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(In sealed cover)

(The information to be submitted by the Bidders)

1. Individual Bidders or Individual Members of Joint Ventures

1.1 **Constitution or Legal status of Bidder**(attach copy)

Place of registration:

Principal place of business:

Power of Attorney of signatory Bid: (attach)

1.2 **Details of the turnover during last 3(three) years:**

Annual Turnover Data (Construction and Leasing etc.)		
Year	Turnover in Rs.	Remarks

1.3 **Joint venture details:**

Name of all partners of a joint venture

1. Lead partner
2. Partner
3. Partner

Notes: Joint ventures must comply the following requirements:

- i) Following are the minimum qualification requirements for joint ventures:
 - a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.
 - b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.

- c) The qualifying criteria parameters e.g. experience, financial resources etc of the individual partner of the JV will be added together and the total criteria should not be less than as spelt in ITB as qualification criteria.
- ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture of association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

- viii) The contract agreement should be signed jointly by each Joint Venture Partners.
- ix) An entity can be a partner in only one Joint Venture, Bid submitted by joint Venture including the same entity as partner will be rejected.
- x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

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

Use a separate sheet for each contract (Attach performance certificates from concerned customer).

1.	Number of contract:
	Name of contract:
2.	Name of the employer
3.	Employers Address
4.	Nature of work and special features if any:
5.	Contract role (check one) 1. Sole contractor 2. Subcontractor 3. Partner in joint venture
6.	Value of the total contract a) Design, supply, erection & commissioning b) Operation and maintenance
7.	Date of award:
8.	Date of completion with original schedule and slippage, if any.
9.	Specified requirements: a) concrete: b) Structural steel works: c) equipment

1.5 Sub-contractors/Consultants and firms proposed to be involved:

(Attach performance credentials including Bio-data of design personnel of Consultants).

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

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

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

1.7 Financial reports of the last five years: balance sheets profit and loss statement, auditors' report etc. (copies to be submitted and the following format to be filled up)

Financial information in Rs.	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. Profits before tax							
6. Profits after tax							

1.8 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

1.8 Details of the bankers

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contract name and title
	Fax	Telex

Additional Proforma for collecting payment through Electronic Mode including Electronic Fund Transfer (ETF) & Electronic Clearance System (ECS) should also be attached. The proforma is enclosed for reference in Annexure B of Chapter - 3.

1.10 Information about litigation, if any, in which bidder is involved:

Year	Award FOR or AGAINST applicant	Name of the client. Clause of Litigation and Matter of dispute	Disputed amount in Rs.

1.11 Details of the major construction equipment to be used for the work:

	Equipment type and capacity	Make and model	Minimum number
1			

1.12 Details of additional construction equipment to be purchased new for the project, indicating delivery times required in the form given below:

	Equipment to be purchased new-type and capacity	Make and model	Delivery period	Number
1				
2				

1.13 Personnel Capabilities:

The applicant must have suitably qualified personnel to fill the following key positions for the project. The applicant will supply information on the prime candidate and an alternate for each positions both of whom , where possible meet the experience requirements as specified in format below:

Position	Name	Total post qualification experience (years)	In similar works (Years)	As Manager or Section Leader of Similar Works (years)
Project Manager Alternative Name				
Site engineers of resp. disc. Alternative names				
Cost controller Alternative name				
Quality Assurance Engineer Alternative name				
Site supervisors of resp. disc. Alternative names				

1.14 The bidder should list transport available for personnel, construction, plant, stores and machinery. Where transport is to be subcontracted the proposed arrangements should be clearly demonstrated.

1.15 The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory personnel, workshop personnel including fitter, mechanics, machinists etc.

1.16 **Permanent Income Tax Account No. (PAN)**

1.17 **DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY**

Deposit of Earnest Money by:

Draft No. :	}	Bank Guarantee Details:
Drawn on :	}	Name of the Bank:
Amount (Rs.):	}	Amount of BG:
	}	Bank Guarantee valid upto:

1.18 **OTHER DETAILS**

- (a) Details of registration/enlistment with Government organisations/PSUs/Subsidiaries of Coal India
- (b) Certificate of registration as per statutory requirements under SalesTax, Certificate of Service Tax Registration, Contract Labour Laws as may be applicable

1.19 Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance).

1.20 The bidders would give a declaration that they have not been banned or de-listed by any Govt. or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt or Quasi- Govt. agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive.

Signature of the Tenderer

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

QUESTIONNAIRE

GENERAL

1. Full Legal Name of the organisation :
2. Communication Details :
 - a) Full Postal Address. :
 - b) Name & designation of the person to be contacted :
 - c) Fax No. :
 - d) Telephonic Code :
 - e) Telephone No. :
3. Year in which established, Registration No. & date :
4. For how many years your organisation has been in business under present business name? :
5. Status of the bidder :
 - a) Govt. organization :
 - b) Public Sector organization :
 - c) Public Ltd. Company :
 - d) Partnership Firm :
 - e) Private company :
 - f) Consortium etc. :

In respect of d, e & f attach Photo-copy of article of association/registration/partnership/consortium deed.
6. Confirm single point responsibility if you intend to join hands with other firm(s). :
7. In how many assignments and/or projects penalties were imposed on you for non performance? :
- 8.1. Have you ever been black listed by any Govt. or Private Organization? If so by whom, when and why? :
- 8.2. Information about litigation, if any, in which bidder is involved. :

Year	Award FOR or Against bidder	Name of client, Clause of litigation & matter of dispute	Disputed amount in Rs.

- 9.1 Are you agreeable to furnish **Security Deposit** as mentioned elsewhere for
- a) replacement of boiler and accessories :
 - b) lease rent for access and use of land, building, quarters, Plants and machinery of 3x10 MW Power Plant. :
- 9.2 Details of Earnest Money
- a) Draft No :
 - b) Drawn on :
 - c) Amount (Rs.) :
 - d) Name of Bank :
 - e) Valid upto :
- FINANCIAL AND MANAGERIAL STANDING**
10. Bank reference (please give full name and address of all bankers) :
- 11.1 Turnover for the last three years :
- 11.2 Total Non-encumbrance assets :
12. Income Tax paid in the last three years (Enclose Photocopy) :
13. Furnish photocopy of latest Income Tax Clearance Certificate :
14. Details for the year 2008-09, 2009-10 & 2010-2011 are to be furnished. :

Information	Rs Lakhs		
	08-09	09-10	10-11
Total Assets			
Current Assets			
Total Liabilities			
Current liabilities			
Net worth (1-3)			
Working Capital (2-4)			
Total revenue (turnover, sales)			
Profit before tax			
Profit after tax			
Debt /Equity ratio			

- 15.1 Maximum value of assignment you have handled in last three years :
- 15.2 Evidence of access to financial resources :
- TECHNICAL COMPETENCY AND ACCESS TO APPROPRIATE TECHNOLOGY**
- 16 What are the fields of specialisation of your firm?
17. Do you Schedule/Plan your work by
- a) Bar Chart :
 - b) Network :
 - c) Others (Please elaborate) :

-
- 18 List of Key personnel of your Firm/Company along with their bio-data as under :
- a) Name :
 - b) Age :
 - c) Professional Qualifications :
 - d) Professional Experience (Start from present, backwards with firm's name and nature of work done) :
 - e) Membership of Professional Institute bodies :
19. Organisational set-up of the Firm/Company :
- 20.1 Please furnish set-up of your organisation in a chart and name of key personnel to be associated with the Project :
- 20.2 Furnish the number of field units, if any, separately for jobs relating to :
- a) Installation & Commissioning of Power Plant :
 - b) Operation and Maintenance of Power Plant :
21. A small write up on profile & experience of your Company :
22. Documentary evidence in proof of specialised work experience in the field of work by Contractor and his associates if any. :
23. Please furnish details in proof of capability of your Organisation/Consortium for taking up the assignment of operation & maintenance of Thermal Power Station and Power Transmission arrangement as under :
- a) Assignments carried out on Thermal Power Station and Power Transmission arrangement :
 - b) List of similar projects carried out and their present status (Furnish details in Enclosure - I) :
24. How and why do you consider yourself competent for carrying out the present assignment for the proposed Thermal Power Station ? :
25. Please furnish a Write-up indicating your broad approach for operation and maintenance of power plants covered by this proposal :
- 26 Please furnish photocopy of authority, General Power of Attorney specific to this work given by your organisation to the person to furnish information & sign declaration, request for enlistment, submit offer for the present assignment and carry out negotiations with ECL. :

Annexure A

(Ref.: Clause-3.3of ITB)

Format of Affidavit

Non-Judicial Stamp Paper

Affidavit

I,, partner/Legal Attorney/Accredited Representative of M/s....., solemnly declare that:

We are submitting Tender for the work.....against Tender Notice No..... dated.....

1. None of the partners of our firm is relative of employee of M/s **Eastern Coalfields Limited**.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this tender is complete, correct and true.
3. All Documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
4. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.
5. We hereby submit that we will accept the tender document as available in the website and our tender may be rejected if any tampering in the tender document is found after opening of the tender.
6. We here by agree to the fact that in case of any discrepancy between the tender document downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on us. We shall not have any claim on this account.
7. We allow ECL authority to seek reference from our banker.

Signature of the Tenderer

Dated.....

Seal of Notary

ANNEXURE - B

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (ETF) & ELECTRONIC CLEARANCE SYSTEM (ECS).

: (to be submitted in triplicate)

1.	Vendor/Supplier/Contractor/Customer's Name & Address (with Telephone No. & Fax no.)	
2.	Particulars of Bank Account	
	a) Bank Name	
	b) Branch Name (including RTGS Code)	
	Address	
	Telephone No. & Fax No.	
	c) 9-Digit Code Number of the Bank & Branch (Appearing on the MICR cheque issued on the bank) Or 5-Digit Code No. of SBI	
	d) Account Type (S. B. Account/Current Account Or Cash Credit with code 10/11/13)	
	e) Ledger No./Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	
3.	PAN No.	

I here by declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in corrected information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any Bank charges levied by the Bank of such e-transfer shall be borne by us.

Date:.....

Signature of the Customer/Vendor/
Supplier/Contractor.

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

Signature of the Authorized Officials from the Bank

ENCLOSURE-1

Name and address of bidder

Following is the list of power plant and/or similar industries installed/operated by us which are in successful operation/under execution

Sl. No.	Name of the project	Location of the project	Capacity of the project	Main technical parameters	Client	Investment	Date of commissioning/status	Nature of assignment

1. List of projects executed
2. List of projects under execution.

Chapter - 4

1.0 GENERAL DESCRIPTION & SCOPE OF WORK

1.1 **The Eastern Coalfields Limited, Sanctoria, Dishergarh - 713333, Burdwan (WB)** invites offers from interested firms for the following :

1.1.1

- i) **Replacement of existing, approximately 20 years old, 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers** in phases including suitable crusher arrangement, wherein the successful bidder will make his own investment for replacement of existing stoker fired boilers by FBC Boilers and associated other plant and machineries including the civil works and enter into Lease Agreement with ECL for running of the power plant for a total period of 20(twenty) years

- ii) **Leasing of the 3x10 MW thermal power station with replaced boilers** at Chinakuri of Eastern Coalfields Limited (ECL) on as is where is basis **for generation, operation and maintenance of the plant for a period of twenty (20) years**

- iii) **Distribution of power for a period of twenty (20) years** to mines of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point, with land, quarters, buildings and plant and equipment like boilers, turbines, coal handling plant, ash handling plant, transformers, switchgears, cables, other equipment and site thereof, reservoir, pump house and associated installations hereinafter referred to as the 'station' for economical use of the assets for operation and maintenance of the station and supply of electrical energy to ECL. The existing plant is in operating condition. The distribution system for evacuation of power is owned by M/s DPSC Limited. The bidders are requested to inspect and ascertain the entire infrastructure involved for distribution of power to the stated areas as mentioned above. Strengthening / Extension of the existing

distribution, if any, shall be in the scope of work. The entire distribution or wheeling of power shall be guided by the Indian Electricity Act 2003 and West Bengal Electricity Regulatory Commission.

1.1.2 The bidder has to make his own investment for replacement of existing stoker fired boilers by FBC Boilers and associated other plant and machineries including the civil work and enters into lease Agreement with ECL for running of the power plant.

1.1.3 **The old dismantled boilers and other accessories shall be handed over to the Company immediately after installation of the new FBC boilers.**

1.1.4 **The FBC boilers shall be handed over to the Company after completion of the entire Lease period of 20(twenty years).**

1.2 **Location of the Assets**

LOCATION	DESCRIPTION
Chinakuri Captive Power Plant, ECL, P.O. Dishergarh, Dist : Burdhan (WB)	3 x 10 MW, Stoker-fired boiler based thermal power station

1.3 **TERMS OF PAYMENT FOR LEASE RENT**

1.3.1 The lessee shall pay to lessor lease rent every month without any delay, default, deduction or abatement irrespective whether the station is in operation or not or is under repair or maintenance or replacement for any period whatsoever.

1.3.2 The lessee shall supply the power generated to the lessor's mines in ECL, as detailed above in this Chapter. The minimum energy to be supplied will be as per clause no. 4.1 and 4.2 of this Chapter (Chapter 4) at agreed base tariff rate.

2.0 PRE-QUALIFICATION CRITERIA

The Technical, Commercial and Financial Pre-qualification criteria have been presented together in Clause No. 3.4 and 3.5 of "Instructions to Bidders" in Chapter – 2 of this Bid Document.

3.0 SCOPE OF WORK

3.1 The scope of work of lessee shall cover but not limited to the following:

3.1.1 Replacement of existing, twenty (20) years old, 3x10 MW stoker-fired boilers by 3x10 MW Fluidised bed combustion (FBC) boilers including suitable crusher arrangement, unit wise, in phased manner along with plant modifications as required. The station will continue to run with above arrangement for up to three (3) years, i.e. till stipulated time of installation and commissioning of FBC boiler in phases (one by one) and generation & distribution, with existing boilers to commence within three (3) months of issue of LOI

3.1.2 The 3 x 10 MW FBC Boiler Package will include:

3 sets of Steam Generator package including draft system, integral piping, valve & fitting, coal feeding system including crusher, feed water pumps, de-aerating heaters etc. complete with auxiliaries, supporting structure, platform, structural steel material for main boiler roof covering, outer casing for boiler auxiliary equipment, air and gas duct work, refractory and insulating material, tubular air pre-heater, LDO start up system complete with following:

ESP with outlet emission of less than 150 mg/mm³/ modifications of existing ESP.

Instruments for control system of boilers

De-aerator with storage tank, 3x100% boiler feed pumps, blow down tanks, LP & HP dosing system with dosing pumps (2W+1 SB)/ modifications of existing system wherever required.

Modifications of existing Fuel Bunker system, wherever required.

3.1.3 The FBC boiler package along with all auxiliaries have to be dovetailed with

the existing Turbine-Generator sets and other associated systems.

- 3.1.4 Operation of the power plant at its maximum rated capacity and highest plant load factor with minimum interruptions so that all loads connected to station get uninterrupted power supply.
- 3.1.5 Maintenance of the plant & equipment of various systems and buildings within plant boundary, raw water pumping and piping system, ash pond and ash disposal system, effluent neutralization and disposal system and lessor's residential buildings used by lessee outside the plant boundary.
- 3.1.6 Distribution of power generated to mines of ECL in and around Chinakuri, Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point.
- 3.1.7 Carrying out all repair works including capital repairs and statutory inspection / overhauling / repair of boilers.
- 3.1.8 Procurement of spares, consumables, oils, lubricants and chemicals required for operation and maintenance of power plant.
- 3.1.9 Provision of manpower for operation, maintenance, general administration, safety, and security and welfare activities.
- 3.1.10 Taking measures for maintenance of environmental standards as laid down by Department of Environment and State Pollution Control Board.
- 3.1.11 Maintenance of safety standards as applicable
- 3.1.12 Transportation of fuel (prefixed quantity of Grade E coal) from mines to power plant site.
- 3.1.13 Disposal of ash from ash pond to other land filling sites/mine voids offered by ECL from time to time.

3.1.14 Make addition and /or modification to the equipment, building at the power station, if required, for efficient operation of the power stations.

Main parameters of the existing 3 x 10 MW Thermal Power Plant are as given in **Schedule - III**.

4.0 POWER AND ENERGY DEMAND ON LESSEE

4.1 Power demand of the mines of Sodepur Area in and around Chinakuri, Sheetalpur, Dhemomain, Parbelia, Ranipur, Satgram, etc. is more than 30 MVA.

4.2 GUARANTEED SUPPLY OF POWER

4.2.1 The lessee shall guarantee net energy supply of 9.4 million kWh per month and 104 million kWh per year in case of 2x10MW sets in operation for the first three years of operation to meet the power demand as mentioned above in clause No. 4.1, at a voltage of 11 kV (+6%, -9%) and a frequency of 50 Hz (± 3 %) from Chinakuri thermal power station. Fourth year onwards, the lessee shall guarantee net energy supply of 14.1 million kWh per month and 156 million kWh per year in case of 3x10MW sets in operation.

4.2.2 Penalty Clause against failure to supply minimum guaranteed energy (MGE)

In case the lessee fails to supply the minimum guaranteed energy (MGE) as explained above in clause 4.2.1 from Chinakuri thermal power station to the lessor, difference of the power tariff rate (in Rs./kWh) of the power utility from which the lessor will have to purchase power to meet its requirement (for the duration of guaranteed energy supply failure by the lessee) and the agreed power tariff rate for supply of MGE between lessee and lessor, will be charged on the lessee by the lessor for that period.

4.3 TARIFF PAYABLE BY LESSOR

4.3.1 T_0 = Tariff inclusive of fuel cost in Rs/ kWh

4.3.1.1 Tariff Variation on Account of Escalation in O & M Component of Tariff:

From the date of expiry of one year from the commencement of contract, the following formula shall be used for revising the component of tariff:

$$T_1 = (T_0) \times (0.3 + 0.4 F_1 / F_0 + 0.2 L_1 / L_0 + 0.1 I_1 / I_0)$$

T_1 = Revised tariff inclusive of fuel cost

T_0 = Original tariff quoted by bidder

F_1 = The price of E grade coal as fuel, chargeable by lessor at notified price prevailing on 31st March of every financial year

F_0 = The price of E grade coal as fuel, chargeable by lessor at notified price prevailing as on base date

L_1 = Consumer price index numbers for industrial workers as published by RBI prevailing on 31st March every financial year.

L_0 = Consumer price index numbers for industrial workers as published by RBI prevailing on base date.

I_1 = Iron / Steel and alloy price Index number as per RBI bulletin prevailing on 31st March every financial year.

I_0 = Iron / Steel and alloy price Index number as per RBI bulletin prevailing on base date.

4.3.1.2 Tariff Variation on Account of Taxes / Levies Applicable on Power Generation/Sales etc.

All taxes, duties, cess and levies related to tariff components payable on power generation / sales etc. shall be borne by the lessor. In the event of

payment of any such statutory components made by the lessee, those shall be reimbursed/ adjusted in the corresponding bills.

5.0 FUEL

- 5.1 The power plant will be based on Grade E coal from Salanpur Area of ECL, which will be allocated to the lessee at the notified price which at present is around **Rs.2003 (Basic)** per tonne.**The actual price will be notified shortly depending upon the GCV.**

Lessee will make its own arrangement for loading / unloading / transportation / storage of prefixed quantity of Grade E coal from the nearby source / stock yard to power plant at its own cost.

As per this Bid Document, the power plant is presently based on Grade E coal as stated above. If the grade of coal made available by ECL changes in future, the notified price around @ **Rs. 2003 (Basic)** per tonne and the prefixed quantity of coal may also change accordingly.

- 5.2 The extra transport charge will be paid by ECL @ Rs...../km (to be quoted) for bringing coal, if the mine is more than 35 km from Chinakuri Power Station.
- 5.3 The extra transport charge will be paid by ECL @ Rs...../km (to be quoted) for disposal of ash if the disposal is required to be done beyond 5 km.

6.0 CONTRACT AGREEMENT

- 6.1 The successful bidder shall when called up on to do so, enter into and execute the contract agreement for:
- a) Modification works for replacement of boiler with auxiliaries and dovetailing with existing systems

b) Lease Agreement

6.2 Form of Draft Agreements for both 6.1 a) & b), between lessor and lessee are enclosed in **Chapter - 6**

7.0 TERM OF LEASE CONTRACT

Except where terminated by default the term of the lease contract shall be twenty (20) years from the commencement of the lease which may be renewed if the lessee shall have given to the lessor not less than six months notice in writing prior to the expiration of the term expressing desire to renew the lease Renewal of the lease period will be at the sole discretion of lessor.

Chapter - 5

GENERAL TERMS AND CONDITIONS (G.T.C.)

1.0 DEFINITIONS

- I) The word "COMPANY" or "EMPLOYER" or "OWNER" wherever occurs in the conditions, means the Eastern Coalfields Limited represented at the headquarter of the company by the Chairman-cum- Managing Director or his authorised representative or any other officer specially deputed for the purpose.
- II) The word "Principal Employer" where ever occurs, means the authorised representative of any other officer specially deputed by the company for the purpose.
- III) The word "Contractor / Contractors " wherever occurs means the successful tenderer / tenderers who has / have deposited the necessary Earnest Money and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company , as the case may be and any constitutional , or other wise change of which shall have prior approval of the employer.
- IV) " The Site " shall mean the site of the contract work including land and any building and erections thereon and any other lands allotted by the company for contractor's use.
- V) The term "Sub-contractor" as employed herein , includes those having a direct contract with contractor either on piece rate , item rate , time rate or on any other basis and it includes one who furnishes work to a special design accordingly to the plans or specification of this work but does not include one who merely supplied materials.

- VI) "Accepting Authority" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- VII) A "Day" shall mean a day of 24 hours from midnight to midnight.
- VIII) "Engineer In-Charge"/designated officer in charge will be clearly defined in the contract documents . Engineer- In-Charge / Designated Officer in-charge who is of and appropriate seniority will be responsible for supervising and administrative contract , satisfying payment due to the contactor valuing variations to the contractor, awarding extension of time and valuing compensation event. Engineer-In-Charge /Designated Officer In-charge may further appoint his representative i.e. another person / project manager or any other competent person and to notify to the contractor 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 over all responsibility, as per as the contract is concerned will be that of the Engineer-In-Charge / Designated Officer In-charge.
- 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 contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- X) The " Work" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in- charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- XI) "Schedule of rates " referred to in this condition shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time .
- XII) "Contact Price " shall mean :
- a) In the case of lump sum contacts the total sum for which tender is accepted by the company.
 - b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Bill of Quantities" of the tender documents as accepted by the company with or without any alteration as the case may be.
- XIII) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the firm or to an office of the corporation / 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) Drawing / plans shall mean all :
- a) Drawing furnished by owner with the bid documents if any , as a basis for proposal.
 - b) Working drawing furnished by the owner after issue of letter of acceptance of the tender to start the work.
 - c) Subsequent working drawings furnished by the owner in phases during progress of the work and
 - d) fabrication drawings, if any, submitted by the contractor and duly approved by the owner.
- XV) "Codes" shall mean the following, including the latest amendments, and /or replacement, if any.
- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - b) Indian Electricity Act and Rules and Regulation made there under.
 - c) Indian Explosive Act and Rules and Regulation made there under
 - d) Indian Petroleum Act and Rules and Regulation made there under
 - e) Indian Mines Act and Rules and Regulation made there under
 - f) Any other Act. Rule and Regulations applicable for employment of labour,

safety provision, payment of provident fund and compensation , insurance etc.

2.0 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i) Article of Agreement .
- ii) Notice Inviting Tender.
- iii) Letter of acceptance of tender indicating deviations, if any from the conditions of contract incorporated in the tender document issued to the bidder and duly accepted by the Employer.
- iv) Condition of contract , including general terms and conditions additional terms and conditions, special conditions, if any etc. forming part of the Agreement.
- v) Specifications where it is part of Tender Documents.
- vi) Scope of works/ bill of quantities/schedule of works/ quantities and
- vii) Contract Drawing /finalised work programme.

2.1 After acceptance of tender and on execution of contract/issue of work order, to proceed with the work , as the case may be, the contractor shall be furnished , free of charge, two copies of contract documents(certified true copies) excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.

2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 The court of Asansol shall have exclusive jurisdiction in all matters arising under this contract.

3.0 DISCREPANCIES AND ADJUSTMENTS THERE OF

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

- a) Description in Schedule of quantities.
- b) Particular specification and special conditions, if any.
- c) Drawings.
- d) General specifications.

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

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

3.3. Any difference detected in the tender/ tenders submitted, resulting from :

- a) Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor 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 tenderer along with other tender /tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4.0 SECURITY DEPOSIT

- 4.1. Security Deposit shall consist of Performance Security to be submitted at award of work and the security deposit shall bear no interest.
- 4.2. Performance Security shall be Rs. 1.9 crores (Rupees One crore and ninety lakhs only) and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :
- a) Bank Guarantee in the form given in the bid document.
 - b) Govt. Securities , FDR or any other form of deposit stipulated by the owner
 - c) Demand draft drawn in favour of Eastern Coalfields Ltd. on any Nationalised/Scheduled Bank listed with RBI & payable at its Branch at Asansol.

The bid security deposit in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand Draft shall be adjusted against the Security Deposit.

- 4.3. If performance security is provided by the successful bidders in the form of Bank guarantee it shall be issued either
- (a) by a Nationalized /Scheduled Bank , listed with RBI and acceptable to ECL.
 - (b) by a foreign bank located in India (approved by RBI) and acceptable to ECL.
 - (c) the validity of the Bank guarantee shall be for period of one year or ninety days beyond the period of contract whichever is more.

- 4.4. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- 4.5 Rs. 1.9 crores (Rupees One crore and ninety lakhs only) as Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).
- 4.6 **Refund of Security Deposit** : The refund of Security deposit shall be subject to company's right to deduct /appropriate its dues against the contractor under this contract or under any other contract . On completion of the entire work and certified as such by the Engineer-In-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor on the expiry of six months performance guarantee period from the date of completion as certified by the Engineer-In-Charge, subject to the following conditions :
- a) Any defect/defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-charge within the said defect liability period of six months or on its due extension till completion of the rectification work as required.
 - b) In the case of building work or other work of similar nature the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September. Whichever is later in point of time and any defects such as leakages in roof effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the Engineer-In-charge.
 - c) (i) In case of supply, installation and commissioning of equipment for electrical and mechanical works the refund shall be made on the expiry of defect liability period which will be one year from the date of commissioning of the equipment/completion of the work and /or rectification of any defect which may be detected in the individual equipment or the whole system under the contract, whichever is later.

(ii) All types of Manufacture's guarantee /warranty wherever applicable are to be issued/revalidated in the name of the owner by the Contractual agency and will be covered with relevant counter guarantee.

5.0 DEVIATIONS/ VARIATIONS IN QUANTITIES : EXTENT AND PRICING (Wherever Applicable)

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

- 5.1 The company through its Engineer Incharge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original specifications, drawings designs and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer Incharge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract.
- 5.2. If the additional, altered or substituted work includes any class of work for which no rate/ rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-Charge as follows :
- a) The rate shall be derived from the rate/rates for similar or near similar class of work as is / are specified in the contract /tender , failing which
 - b) The rate shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or

minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender document, failing which

- c) The rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate /rates claimed by the contractor. The rate to be determined by the Engineer-Incharge as may be considered reasonable taking in to account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

However, the Engineer-Incharge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such a manner as he / she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item /items involve will be necessary when the alterations involved one or more of the followings:

- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- ii) Incase of item rate tenders and increase or decrease of more than 25% in the quantities of item below plinth level and 5% of the item of above plinth level any major item or abnormally high value item of contract due to variations in the site conditions or change in the drawings and design. A major contract item is an item which is equal to or greater than 5% of the total contract cost as per agreement. The items appearing as minor item in

the original contract shall be construed as becoming a major item when increase to the extent that the total cost of the item is equal to **or** greater than 5% of the total agreement value. Abnormally high value items are those whose quoted rates are more than 20% of the updated estimated rates of the company.

- iii) The sub clause (ii) as above shall be applicable for item rate tenders only and not applicable for percentages tenders for works based on standard schedule of rates of the company.
 - iv) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.
- 5.4) The variation in quantity of abnormally low value item for item rate tenders shall not be permitted below 25% of the items below plinth level and 5% of the item above plinth level of the agreement schedule of quantities, but in exception cases with the written instruction of EIC. Abnormally low value items are those whose quoted rate are less than 20% of the updated estimated rates of the company. Therefore , quantity variation , if required, in respect of abnormally high rates and abnormally low rates items may be allowed up to the % mentioned above of the tender quantity beyond which rate analysis will be resorted to based on current market price and payment for extra quantity over the permitted quantity of +/- 25% and +/- 5% would be made on the basis of the analysed rate or quoted rate whichever is less.
- 5.5) The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.
- 5.6) The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instructions given by the

E.I.C. No claim for omitting the part of the work or extra charges / damages shall be made by the contractor on these grounds.

- 5.7) In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope, and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate/ rates to be paid thereof shall be resolved separately with the company.

6.0 TIME FOR COMPLETION OF CONTRACT, - EXTENSION THEREOF, DEFAULTS AND COMPENSATION OF DELAY (Wherever Applicable)

Immediately after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a construction schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. The date of commencement of work is elaborated in Clause No. 4 of NIT, Chapter-1, Page-2.

- 6.1 If the contractor, without reasonable cause of valid reasons, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.
- 6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contractor or extended date of completion, he shall without prejudice to any other right or remedy available

under the law to the company on account of such breach, shall become liable to pay for penalty as under :

- a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detail tender notice, penalty as detailed below will be levied.
 - i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
 - ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
 - iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalty will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding months within the stipulated time of completion.

The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is complete within the date as specified in the contract or as validity extended without stipulating any penalty.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of LD. In the event of extension granted being with L.D., the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to ceiling of 10% of the contract price.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled,

without prejudice to any other right , or remedy available in that behalf , to rescind the contract.

6.2.3 The company, if no satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

6.3 Extension of date of completion : On happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in -charge.

- a) Abnormally bad weather
- b) Serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
- c) Civil commotion, strikes or lock outs affecting any of the trades employed on the work.
- d) Non-availability of stores which are the responsibility of the company to supply
- e) Non availability or breakdown of tools and plant to be made available or made available by the company
- f) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract holding up further progress of the work.
- g) Non-availability of working drawings/ work programme in time, which are to be made available by the company during progress of the work.
- h) Any other causes which at the sole discretion of the company , is beyond the control of the contractor.

'Hindrance Register" should be maintained for recording the Hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-In-charge or authority higher than

him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

The Contractor 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, including reasonable mobilization time (if required for completion of work after Force Majeure even is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1(one) month of the date of receipt of such request.

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

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

6.3.2 When the period fixed for the completion of the contract is about to expire , the question of extension of the contract may be considered at the instance of the contractor or the company or the both. The extension will have to be by the party's agreement , expressed or implied.

Incase the contractor 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 contractor. Such extension of time granted by the Engineer-in-charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such

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

6.4 The bidding documents hereby states that :

- a) The successful bidder/contractor will advise, in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authority, 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 bidder/contractor 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/contractor shall be liable to pay extra cost (like increase in rates , remobilisation advance, idle charges for labour and machinery etc.) provided it is mutually established that the force majeure condition did actually exist.

- b) If any of the force majeure conditions exists in the place of operation of the bidder event 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.

6.5 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company(for all the cases including when higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract . In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-in-charge / Designated Officer –in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and

that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observation / disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 (Fifteen) days.

7.0 SUPPLY OF MATERIALS

The contractor shall at his own expense, provide all materials except Explosives and its accessories required for the work and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract. The company may of its own or at the request of the contractor supply such materials as may specified , if available , at rate /rates to be fixed by the Engineer-In-Charge.

- 7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased program to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.
- 7.2 The contractor shall keep accurate record of materials issued by the company, maintain proper accounts for the receipts and issues to the work / contract and shall be open to check by the Engineer-in-charge or his authorised representative. The contractor shall ensure that such materials are consumed for the contract only and the Register for receipts and issues of such materials shall be signed both by the representatives of Engineer-in-charge and the contractor.

- 7.3 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in the lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-In-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.
- 7.4 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 7.5 Any surplus materials, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-charge may, in addition to any other liability which the contractor would incur in this regard, by notice in writing require the contractor to pay the amount at double the issue rate for such un-returned surplus materials. This does not cover Explosives & its accessories which has been dealt elsewhere in this bid document.
- 7.6 On completion or on termination of the contract in advance, if any, in respect of materials brought to site paid by company if fully recovered, the contractor, shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
- 7.7 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

8.0 QUALITY ASSURANCE- MATERIALS AND WORKMANSHIP (Wherever applicable)

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer-In-charge. The Engineer-In-charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions / directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications / explanations thereof, if necessary. However , the contractor will be solely responsible for design and erection of all temporary structure required in connection with work.

- 8.1 (i) The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer- in-charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in this behalf & the contractor shall allow the same.
- 8.1. (ii) The contractor shall give a clear notice period offering the materials /equipments for inspection by the company and they will not be dispatched unless they are inspected and cleared for dispatched by the representative of the company. The company may in exceptional cases waive this requirement with sufficient reasons wherever required.
- 8.2. All materials to be provided by the contractor shall be in conformity with the specifications /schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-charge for his satisfaction that the materials so comply.

- 8.3. The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of samples / shop drawings (viz. Bar-bending drawing / schedules) as required or necessary by the specification for approval of Engineer-in-charge who shall approve, after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor. On receipt of samples / shop drawing as per schedule, the Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh samples, if disapproved by the Engineer-In-charge, for his approval. However, EIC's approval of any sample design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of executed job.
- 8.4. i) The company, through the Engineer In-charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him or for any other reason. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification / replacement of materials, if so instructed by the Engineer-in –charge. In case of default on the part of the contractor, the Engineer In-charge shall be at liberty to procure the proper materials for replacement and / or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement / rectification shall be borne by the contractor.
- 8.4. ii) However wherever deviation in respect of materials and workmanship (or both) have for good and sufficient reason , recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under ' deviation of work'.

8.5 The Engineer- in-charge shall be entitled to have tests (all mandatory test as per relevant BIS or other approved specification) carried out at the cost of the contractor for any materials ,according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer In-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the Employer and shall be assumed covered in accepted item rate price . The cost of any other tests , if so required by the Engineer In-charge, shall be borne by the contractor only. If the test results disclose that the said materials are not in accordance with the provision of the contract . The cost of materials consumed in such tests shall however be borne by the contractor.

9.0 MEASUREMENT AND PAYMENTS (Not applicable)

Except where any general or detailed description of the work in bill of quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities / schedule of works/ specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standard.

9.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book /Log Book ,etc. as prescribed by the company so that a complete record is obtained of all the work performed under the contract and the value of the work carried out can be ascertained and determined there from.

9.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

9.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Books/ Log books and signed and dated by both the parties.

9.4 In the event of failure on the part of the contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to counter sign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in -charge or by his authorised representative shall be taken to be correct measurement of the work done.

9.5 **Payment on Account:**

The contractor shall submit interim bill/bills for the work carried out /materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose

9.6. Payment on account shall be made by the Engineer-In-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amount as may be deductible or recoverable in terms of the contract.
- b) No exceeding 75 % of the cost of any materials, as may be assessed by the Engineer-In-charge which in his opinion are reasonably required for consumption in work according to the contract and have been brought to site and the contractor has arranged for its proper storage and indemnified

the company against loss due to any cost whatsoever and for perishable materials the contractor has effected at his expense the insurance cover for the full cost thereof .

The advance payment as above shall be recovered by adjustment from on account bills of the contractor as and when materials are utilised in the works.

- 9.7. Any certificate given by the Engineer-In-charge for the purpose of payment of interim bill /bills shall not of itself be conclusive evidence that any work/materials to which it 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.
- 9.8. The company reserves the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims , if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained as per clause-4.5 or the contractor shall pay the amount of overpayment on demand.
- 9.9. Amount payable /repayable for any subsequent change in the Sales Tax on works contract will be made to /from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

10.0 TERMINATION, SUSPENSION, CANCELLATION AND FORECLOSURE OF THE CONTRACT

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor:-

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

OR

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

OR

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

OR

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

10.1. The contract shall stand terminated under the following circumstances :

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

- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, 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 contractor shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 (twenty one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2. 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, equipments, stores etc. thereon.
- b) to carry out the incomplete work by any means at the risk of the contractor.
- c) to determine the amount to be recovered from the contractor 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 contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc. taken possession of after cancellation.
- d) to recover the amount determined as above, if any, from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor 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 contractor as stated in clause 10.1(d).

10.3. Suspension of Work ;

The Contractor shall on receipt of the order in writing of Engineer-In-charge (whose decision shall be final and binding on the contractor), suspend the progresses of work or any part thereof for such time in such manner as the Engineer-Incharge may consider necessary so as not to cause any damage or endanger the safety thereof for any of the following reasons:

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

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

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any 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.

10.4. Foreclosure of contract in full or in part (Wherever applicable):

If at any time 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 contractor.

In the event of abandonment/ reduction in the scope of work, the company shall be liable:-

- a) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment / reduction in the work.
- b) to pay reasonable amount assessed and certified by the Engineer –in-charge of the expenditure incurred , if any, by the contractor on preliminary works at site e.g. temporary access roads temporary construction for labour and staff quarters, office accommodation , storage of materials , water storage tanks and 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 contractor legally liable to pay , for the purpose of consumption in works carried out or were to be carried out but for the foreclosure including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place .
- d) To take back the materials issued by the company remaining unused, if any, in the work on the date of abandonment /reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) To pay for the transportation of tools and plants of the contractor from site to contractor's place or any other destination whichever is less.

The contractor shall , if required by the Engineer-In-charge, furnish to him books of account papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of part 10.4 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work other than those as specified above.

The bidding documents will clearly state that, if the contractor fail to complete the work and the order is cancelled , the amount due to him on account of work executed by him, if payable , shall be paid to him only after due recoveries as per provision of the contract and **to** after alternative arrangement to complete the work has been made.

11.0 COMPLETION CERTIFICATE

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer In-charge. The Engineer In-charge, shall within 30 (Thirty) days from the receipt thereof, inspect the work and ascertain the defects / deficiencies , if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-In-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/ remove deficiencies within the period and in the manner to be specified therein before issue of completion certificate.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In-charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any , for which payment shall be made at reduced rate including reasons therefore and with necessary instructions to the contractor to clear the site/ place of work or all debris/waste materials,

scaffoldings, sheds, surplus materials etc. making it clean and usable by the company.

- 11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer-In-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 11.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.
- 11.3 In case of contractor's failure, the EIC shall have right to get the work done at the cost of the contractor.
- 11.4 The contractor shall submit completion plans in the shape of "As Built Plans" in respect of all service like electrical layouts, cable layouts, etc. as per actual execution. All such plans are to be supplied in triplicate copies.

12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

- i) The company reserves the right to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The contractor/contractors shall keep on the work, during the progress a competent superintendent and necessary assistants who shall represent the contractor(s) in his / their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in

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

- iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-In-Charge shall have the right to ask the contractor / contractors to remove from the work site any men of the contractor/contractors who in his opinion are undesirable and the contractor/contractors will have to remove him within three hours of such orders. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, court statutes and regulations will be observed . In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-In-Charge or his authorised representative whenever they want and the structure must be strong , durable, and of such design as required by them. In no case any structure condemned by the Engineer-In-Charge or his authorised representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way detract the contractor /contractors from his / their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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

- iv) The contractor /contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/ their work.
- v) The contractor/contractors shall arrange to construct for the sanitary necessities of all persons / workers engaged on the work and maintain the same in the number, manner and place approved or ordered by the Engineer-in charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractors' tendered rates.
- vi) The contractor/contractors shall furnish to the Engineer-In-Charge or his authorised representative with work reports from time to time regarding the contractor /contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.
- vii) All duties, taxes, and other levies, payable by the contractor under the contract, or for any other cause as applicable on last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the Bidder. All incidental overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly , if there is any decrease in such duties , taxes & levies the same shall become recoverable from the contractor.

Details of such duties, taxes, and other levies along with rates shall be declared by the bidders in their price bid.

However the item wise rate quoted shall be exclusive of Service Tax. Payment of Service Tax is subject to having service tax registration no. of the bidder & submission of a copy of Invoice/Bill or as the case may be a copy of challan in accordance with the provision of Rule-4A of Service Tax Rule-1994.

- viii) The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- ix) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff / employees / workers required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- x) The contractor/contractors shall make their own arrangements for carriage of all materials to the work site at his/ their own cost and supply of all water required for contracted work and drinking water to his / their workmen.
- xi) The work shall not be sublet to any other party, unless approved by Engineer-in-charge in writing.
- xii) No fruit trees or valuable plants or trees with trunk diameter exceeding 150 mm dia shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia, as will be permitted by the Engineer-in-charge in writing.

- xiii) The employees of the contractor shall be paid minimum wages in the midway between the minimum wages prescribed by the Govt. under the minimum wages act, 1948 (II of 1948) and the wages payable to the lowest category of regular workers that is category –I of NCWA , comprising of basic pay + DA and benefits of provident fund as well as medical facilities in the colliery dispensaries of Coal Company on payment. The Contractor / Contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act-1948 or Employees Provident Fund and Miscellaneous Provision Act-1952 as the case may be.

All workers /supervisors employed by contractor(s) for fulfillment of this job shall be his regular employees and the company shall have nothing to do with them. The contractor shall remove such persons from the contracted job whose employment is objected to by company. In this contract , project officer of the colliery will control all operation related to this contract and his day to day instructions in this regard must be strictly obeyed by the contractor (s) /his representative (s).

Payment of wages to all employees engaged by the contractor for fulfillment of the job should be made through Bank cheques

- xiv) All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of workmen / workers including payment of Provident Fund etc. considered necessary as per prevalent statutes , Acts and laws and the company may arrange for witnessing the payment to the workmen by its representatives .
- xv) The contractor shall in additions to any indemnity provided by law, indemnify and keep indemnified :
- (a) The Company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or

design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or materials was the result of any drawing and/ or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

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

- c) the company against all claims, damages or compensation under the provisions of payment of wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938. The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, The Employees State Insurance Act, 1948. CMPF and Allied Schemes and Provision Act. 1948. EPF and Miscellaneous Provision Act-1952 and Maternity Benefit Act, 1961 or any modification thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

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

xvii) The contract / contractors shall take following insurance policies during the full contract period at his own cost.

a) In case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site upto date are sufficiently covered against risk of loss/ damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor . All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-In-Charge 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. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of EIC.

b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible

nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company

- c) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- d) The contractor shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.
- xviii) Daily work programme with progress of the previous day and deployment of workmen / workers related to work programme and attendance of workmen / workers deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor 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 owner's property.

xix) Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the EIC of such discoveries and carry out the EIC's instructions for dealing with them.

xx. **Approval by the Nodal Officer or his Nominee:**

The contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-Charge or nominee, who is to approve them if they comply with the specifications and drawing.

The Contractor shall be responsible for design of Temporary Works.

The Nodal Officer /Engineer-in-Charge or his Nominee's approval shall not after the Contractor's responsibility for design of the Temporary Works.

xxi. **Operating and Maintenance Manual :**

If "as built" drawings and /or operating and Maintenance Manuals are required the contractor shall supply them by the date stated in the contract.

If the contractor does not supply the drawings and /or Manuals by the dates stated in

the contract , or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his Nominee, shall withhold the amount stated in the contract from payments due to the contractor.

13.0 SETTLEMENT OF DISPUTES

Any case of dispute, when difference persists, shall be dealt as per Clause No. 21.0, Chapter-6, Page-14.

14.0 DEFECTS LIABILITY PERIOD

In addition to the defect/s to be rectified by the contractor as per terms of the contract, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereinafter within such period as may be stipulated by the Engineer In-charge in writing :

- a) Any defect/defects in the work detected by the Engineer-In-charge within a period of six months from the date of issue of completion certificate.

The defect liability period shall be deemed to have been extended in (a) above till the rectification of the defects by the contractor to the satisfaction of the Engineer In-charge.

15.0 USE OF WATER SPRINKLERS

The contractor should ensure use of water-sprinklers regularly to ensure settling of dust particles.

16.0 FORCE MAJEURE CONDITIONS (Wherever Applicable)

If at any time during the continuance of the contract. the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war hostilities , acts of public enmity, civil commotion, sabotages, fire , explosion , Quarantine restrictions and acts of God (herein after called on events) and provided notice of the happening of any of the above mentioned event is given by either party to the other within 10 (Ten) days from the date of occurrence hereof , neither party shall by reason of such events be entitled to terminate the contract nor shall either party have claims for damages on the other in respect of such non-performance or delay in performance and

work under the contract shall be resumed after such event come to an end / ceases to exist.

However, if such a condition lasts for more than one month, the two parties shall consult each other regarding further implementation of the contract. If no mutually satisfactory agreement is arrived at within a period of one month from the expiry of one month referred to above, the contract shall be deemed to have expired at the end of the later one month period referred to above.

The above mentioned force majeure shall not include strike & lockout and constraints which could prudently be foreseen like non availability or shortage of power and water etc.

In case the work at site comes to a standstill before completion of the work, and the reason of such stoppage of work not accepted as force Majeure conditions, then the contractor shall bear the cost /damages arising out of such stoppage of work. The Contractor shall expeditiously settle such disruption to start the work immediately keeping the company completely indemnified from damages or cost arising out of such stoppages of work at site.

17.0 MATERIALS OBTAINED FROM EXCAVATIONS

Materials of any kinds obtained from excavation on the site shall remain the property of the company (ECL).

All fossils, coins, articles of value or antiquity, structure and other remains or things Geological or Archaeological interest, discovered on the site shall be the absolute property of the company (ECL).

18.0 SAFETY

Since the work shall be carried out in Mining area, the contractor shall take full precaution as per Mines Act , other Acts, Regulations etc. prevailing , applicable in the Area.

- A) In order to ensure safety at contractual work site all contractors are advised to comply with the following :

- i) The contractors are made responsible to ensure safety of the workmen under them.
- ii) Except to special circumstances (to be recorded in writing and with due approval) no contractor to be allowed to employ sub-contractors /petty contractors.
- iii) At each work site contractors will employ adequate supervisors for ensuring safe working and will inform the local management in writing. No work can be started by contractors at any site without such employment.
- iv) Such Supervisors will constantly be in touch with the Safety Officer of the mines and will conduct work as per his guidance. The suitability of the supervisor for the purpose of ensuring safety will be assessed by Safety Officer / Mines Manager and if needed he shall be given suitable training.
- v) All hazardous and serious jobs must be performed after safety protocol is signed by all the concerned agencies and taking all safety measures.
- vi) The contractor must ensure that all the workings are as per provision of Mines Act. Regulation & Rules and by laws made thereunder.
- vii) The contractor shall maintain statutory registers as per relevant rules regulations etc.
- viii) The contractor shall maintain good house keeping at the work site for safe working.
- ix) The contractor shall ensure that no workmen is deployed on work without getting a basic safety training from Safety Officer and those who are not trained earlier are to be released with wages for training under Safety Officer of the company in Vocational Training Centre. Record of such training is to be maintained in a register meant for the purpose.
- x) The contractor will be liable under Workmen Compensation Act for compensation arising out of injury / death.
- xi) The contractor shall ensure that all persons working are provided with and use safety gadgets like safety shoes and helmets.

- xii) Contractor shall provide vocational trained personnel for this work. Wire net and other materials required for muffling shall be provided by the contractor as per the statute under the direction of the EIC or his representative.
- xiii) Contractor shall arrange for cooling of coal fire during execution of work and quenched coal will be loaded into dumper for transportation upto coal dump/yard as advised by the EIC or his representative.
- xiv) It is mandatory on the part of the contractor to ensure training as per Vocational Training Rules in the company's training center and the concerned trainee will be entitled for receiving stipend as per VTC rules.
- xv) The cost of "Stipend" paid during the training period shall be factored into while quoting priced bid.
- xvi) It is mandatory on the contractor to impart VTC training to its workers before they are deployed in a mine.
- xvii) Training Card shall be issued on completion of said training.
- xviii) It should be made mandatory on the Contractor that only Training Card holder is allowed to work in the mine where outsourcing work is being carried out.

19.0 IDLE WORKMEN / MACHINERY

No claim for idle workmen or machinery shall be admitted under any circumstances.

20.0 WORKMEN EMPLOYED UNDER THE CONTRACT

- (i) The contractor(s) and his workers must strictly observe all safety precaution. The contractor (s) shall supply dependable and efficient safety appliances at

his cost to his workers, Supervisors for their use when necessary. These safety appliances must be carefully checked before use.

- (ii) The contractor(s) will be entirely responsible for injury /death of his workers/ employees and must pay full /all compensation in all such cases as per law applicable.
- (iii) The contractor(s) will be responsible for unsafe practices adopted by his men/ workers that may cause injury/death to them or other during the tenure of the contract. Neither contractor(s) nor his employees in the contract shall be entitled to medical or any other benefit of the company.
- (iv) GM of the concerned Area of ECL will be the principal employer for the work. The contractor shall remove such persons from the job whose engagement on this job is objected to by company . In this contract Engineer-In-Charge of the Colliery will control all operation related to this contract and his day to day instructions in this regard must be strictly obeyed by the Contractor(s) /his representative (s).
- (v) The contractor(s) shall be responsible for engaging required number of persons for fulfillment of the job. All legal payment under various statutes must be made by him to his workers.
- (vi) The contractor(s) shall obtain from the licensing authority the license for executing the contract and shall abide by the contract labour (Regulation & Abolition) Act 1971 whenever applicable.
- (vii) The contract(s) shall ensure that all workers under his charge are paid wages strictly in accordance with prevailing norms and to provide necessary cover of insurance under Workmen Compensation Act.

21.0 JOINT SURVEY MEASUREMENT (Not Applicable)

- i) All Survey measurement of the excavation done during every month will be taken in the first week of every succeeding month jointly by authorised surveyor of Company and the contractor.
All survey measurement will be done using company's survey instruments.

Spot levels/cutting levels shall be taken at every grid points during joint measurement.

Original ground level shall be taken jointly before start of work at each area.

A proper field book and record of all the survey measurement done jointly above will be maintained in the field book and register specially maintained for the purpose. Each page of entries in field book and register shall be signed with date by both the parties and counter signed by Engineer-In-Charge or his authorised representative.

- ii) Preservation of bench mark and base line and the shifting of the same as and when required shall be the responsibility of the contractor (s) .
- iii) Quantities mentioned in the tender are approximate and are only indicating to the extend of work involve . Payment however, will be made as per actual work to be executed by the contractor (s)..
- iv) Extra excavation or other work for any essential service of safety arising due to strata condition or any geological disturbance or any other reason not attributable to the contractor(s) shall be paid for provided such extra work is approved by Engineer-In-Charge or any persons authorised by him prior to its execution. Extra work thus executed shall be payable as per items of schedule of rates as applicable.
- v) No additional payment shall be made for any other incidental work required in-connection with the fulfillment of the contract etc, to be carried out by the contractor

22.0 ADDITIONAL POINTS TO BE NOTED BY THE BIDDER DURING SUBMISSION OF THEIR BID

- a) No documents will be received/considered by the Tender Committee for the purpose of evaluation of the tender after the scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking

document. However, clarification, if necessary may be asked by the Management”.

- b) Tenderers are requested to look into the website of ECL and Govt. Portal for any addendum /corrigendum till the last date of sale of the tender document as stipulated in the NIT for the subject work and ensure submission of such addendum / corrigendum, if any, with the bid document during submission of their bid.
- c) In case of any discrepancy between the tender document downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
- d) Bidders are to fill up all the relevant points of ‘Qualification Information Document’. In case any point is not applicable / Nil applicable, the same be indicated against the relevant point.
- e) Relevant documents towards fulfillment of eligibility criteria and related information be also submitted covering clause No.3.3, 3.4 & 3.6 of “Instruction to Bidders”.

Chapter - 6

DRAFT LEASE AGREEMENT, CONTRACT AGREEMENT FOR WORKS AND LETTER OF ACCEPTANCE

DRAFT LEASE AGREEMENT

1.0 THIS DEED OF LEASE made this _____ day of two thousand and eleven between Eastern Coalfields Ltd a company incorporated under the Companies Act, 1956 having its registered office at Sanctoria Dishergarh Burdhan WB herein after referred to as "**Lessor**" (which expression shall include its successors and assigns) of the **one part** and _____
an existing company within the meaning of companies act, 1956 having registered office at _____ referred to as "**Lessee**" (which expression shall include its successors and assigns) of the **other part**.

Whereas,

- (A) The lessor is the owner of the thermal power station of 3x10 MW capacity at Chinakuri with Land, Building, Plant & Machinery.
- (B) The Lessor desires to let out the thermal power station with Land, Building, Plant & Machinery etc. on lease.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.1 In consideration of the rent, here by reserved and of the covenants conditions and agreement herein after contained and on the part of lessee, to be paid, observed and performed, the lessor doth here by grant and demise unto the lessee all that the land fully described in the **first schedule** here under written, buildings and quarters situated on the land and fully described in the **second schedule** here under written and various plants and machinery fully described in the **third schedule** here under written and all the said land, buildings, quarters, plant and machinery, thermal power station of 3x10 MW capacity with equipment like boilers, turbines, coal handling plant, ash handling plant, transformers, switchgears, cables, other equipment and sites there of, reservoirs, pump houses and associated installations, colonies

herein after referred to as the station to hold the same on to the lessee for a term of 20 (twenty) years commencing from _____ yielding and paying therefore unto the lessor the monthly rent as stipulated in para 4.0 below on or before the seventh day of each month following the month for which the same is payable without any deduction, delay or default or whatsoever.

1.2 The Lessee paying the rent here by reserved and observing and performing the several covenants conditions and agreements herein contained and on the part of lessee to be paid observed and performed shall peaceably hold the said demised premises without any interruptions by the lessor or any person claiming through and/or under or trust for the lessor or through or under their predecessor in title.

1.3 The lessee shall not be entitled to transfer, assign, mortgage over the machinery and at its cost affix a plate on such machinery clearly showing on such plate that the machinery belong to the lessor, shall use the said machinery for its own purpose and shall not be entitled to let out or allow others to use the same.

1.4 **SCOPE OF WORK**

The lessee shall operate and maintain the station and carry out works including but not limited to the following :

1.4.1 Operation of the power plant at its maximum rated capacity and highest plant load factor with minimum interruptions so that all loads connected to station get uninterrupted power supply.

1.4.2 Maintenance of the plant & equipment of various systems and buildings within plant boundary, raw water pumping and piping system, ash pond and ash disposal system, effluent neutralisation and disposal system and lessor's residential buildings used by lessee outside the plant boundary.

1.4.3 Distribution of power generated to mines of ECL in and around Chinakuri,

Parbelia, Sheetalpur, Dhemomain, Ranipur, Satgram, etc. upto their metering point.

- 1.4.4 Carrying out all repair works including capital repairs and statutory inspection/overhauling/repair of boilers.
- 1.4.5 Procurement of spares, consumable, oils, lubricants and chemicals required for operation and maintenance of power plant.
- 1.4.6 Deployment of manpower for operation, maintenance, general administration, safety, security and welfare activities.
- 1.4.7 Taking measures for maintenance of environmental standards as laid down by Department of Environment and State Pollution Control Board.
- 1.4.8 Maintenance of safety standards as applicable
- 1.4.9 Transportation of fuel (coal of E Grade) from salanpur Area of ECL to power plant site.
- 1.4.10 Disposal of ash from ash pond to existing/other land filling sites/mine voids for backfilling as offered by ECL from time to time.

2.0 TERMS OF CONTRACT

- 2.1 The lease shall be operative for twenty (20) years from the commencement of the lease which may be renewed if the lessee shall have given to the lessor not less than six months notice in writing prior to the expiration of the term expressing desire to renew the lease on the same terms and conditions or subject to such variations as may be mutually agreed upon IN ALL RESPECT AS ARE RESERVED AND CONTAINED HEREIN (excluding only this present covenant for renewal) and the lease shall be renewed at the option of the lessor.

4.0 LEASE RENT

- 4.1 The lessee to pay the rent of Rs.per month from within first seven (7) days of every month in advance and in the manner aforesaid without any delay, default, deduction or abatement, irrespective whether the station is in operation or not or is under repair or maintenance or replacement for any period whatsoever.
- 4.2 The lessee shall pay all relevant taxes and duties whether Local, Municipal, Provincial or Central etc. which are payable or may become payable in their business operation during the entire period of contract.

5.0 GUARANTEED SUPPLY OF POWER

- 5.1 The lessee shall guarantee net energy supply of 9.4 million kWh per month and 104 million kWh per year in case of 2x10MW sets in operation for the first three years of operation to meet the power demand as mentioned above in Chapter 4, Clause No. 4.1, at a voltage of 11 kV (+6%, -9%) and a frequency of 50 Hz ($\pm 3\%$) from Chinakuri thermal power station. Fourth year onwards, the lessee shall guarantee net energy supply of 14.1 million kWh per month and 156 million kWh per year in case of 3x10MW sets in operation. .

6.0 ADDITION, ALTERATION / MODIFICATION

- 6.1 The lessee shall have right to make addition and/or modification to the equipment, building at the power station if required at its own cost on written prior permission from the lessor for efficient operation of the station, which will be deemed to be the property of the lessee.
- 6.2 At the expiration of sooner determination of the demise, the lessee shall yield up and deliver upon the lessor peaceful possession of the station in good running condition without claiming any compensation value thereof but the lessor shall pay to the lessee written down value of the additions and

alterations of the building station or additional machinery that may be brought by the lessee at the station. On such determination, the scheduled station shall rest in and be the absolute property of the lessor.

6.3 The lessor shall give such consent as may be necessary to the erection of structures and supply of electricity, gas, water and telephone connection for the purpose of operating or maintaining the station.

7.0 TARIFF PAYABLE BY LESSOR

7.1 **T₀ = Tariff inclusive of fuel cost in Rs/ kWh**

7.1.1 **Tariff Variation on Account of Escalation in O & M Component of Tariff:**

From the date of expiry of one year from the commencement of contract, the following formula shall be used for revising the component of tariff:

$$T_1 = (T_0) \times (0.3 + 0.4 F_1 / F_0 + 0.2 L_1 / L_0 + 0.1 I_1 / I_0)$$

T₁ = Revised tariff inclusive of fuel cost

T₀ = Original tariff quoted by bidder

F₁ = The price of E grade coal as fuel, chargeable by lessor at notified price prevailing on 31st March of every financial year

F₀ = The price of E grade coal as fuel, chargeable by lessor at notified price prevailing as on base date

L₁ = Consumer price index numbers for industrial workers as published by RBI prevailing on 31st March every financial year.

L₀ = Consumer price index numbers for industrial workers as published by RBI prevailing on base date.

I_1 = Iron / Steel and alloy price Index number as per RBI bulletin prevailing on 31st March every financial year.

I_0 = Iron / Steel and alloy price Index number as per RBI bulletin prevailing on base date.

7.1.2 **Tariff Variation on Account of Taxes / Levies Applicable on Power Generation/Sales etc.**

All taxes, duties, cess and levies related to tariff components payable on power generation / sales etc. shall be borne by the lesser. In the event of payment of any such statutory components made by the lessee, those shall be reimbursed/ adjusted in the corresponding bills.

8.0 FUEL

8.1 The power plant is based on supply of prefixed quantity of Grade E coal at the notified price from Salanpur Area of ECL which at present is **Rs. 2003/- (anticipated)** per tonne.

Lessee will make its own arrangement for loading / unloading / transportation / storage of prefixed quantity of Grade E coal from Salanpur Area of ECL / stock yard to power plant at its own cost.

As per this Bid Document, the power plant is presently based on Grade E coal as stated above. If the grade of coal made available by ECL changes in future, the notified price @ **Rs. 2003/- (anticipated)** per tonne and the prefixed quantity of coal may also change accordingly.

8.2 The extra transport charge will be paid by ECL @ Rs...../km for bringing coal, if the mine is more than 35 km from Chinakuri Power Station.

8.3 The extra transport charge will be paid by ECL @ Rs...../km for disposal of ash if the disposal is required to be done beyond 5 km.

9.0 CONTINUITY OF SERVICE

- 9.1 The lessor may require the lessee to temporarily curtail, interrupt, or reduce deliveries of energy only when necessary :
- 9.1.1 for the lessor to construct, install, maintain, repair, replace, remove, investigate or inspect any of its equipment or any part of its system that is affected by the lessee's facility.
- 9.1.2 if the lessor determines that the continued operation of the facility may endanger the lessor 's personnel or electric system,
- 9.1.3 due to a condition of **Force Majeure**.
- 9.2 In any such events described in 9.1.1, 9.1.2 and 9.1.3, the lessor shall take all reasonable steps to minimize the number and duration of such interruptions, curtailments, or reductions.
- 9.3 In any such events described in 9.1.1, 9.1.2 and 9.1.3, the lessor shall not be obligated to accept or pay for any energy from the lessee, except for such energy that the lessor notifies the lessee that it is able to take during this period.

10.0 METERING

- 10.1 The lessee will supply, own and maintain all necessary meters and associated equipment utilized for billing and energy purchase.
- 10.2 The meters and associated equipment will be tested and read in accordance with accepted good engineering practices in the electric industry.
- 10.3 The lessee will, at least once each year during the term hereof, test metering equipment for accuracy in the presence of a representative of the lessor, if the lessor elects to have a representative present. If said metering equipment is found to be inaccurate, beyond the standard acceptable limit of relevant standard, an adjustment for the full amount of such inaccuracy in past billings will be made within thirty (30) working days by one party to the other on the

basis that any inaccuracy so discovered shall be conclusively presumed to have existed for half (1/2) the period between the last meter test and the meter test in which the inaccuracy was discovered.

10.4 The lessor shall provide, at no expense to the lessee, a suitable location for meters and associated equipment used for billing and energy purchase.

11.0 PERSONNEL AND SYSTEM SAFETY

11.1 Notwithstanding any other provisions of the Contract, lessor shall have the right to disconnect lessee's facility from the lessor's electric system, if at any time lessor determines that lessee's facility may endanger the safety of persons and/or property and/or the continued operation of the lessee's facility may endanger the integrity of lessor's electric system.

11.2 Lessee's facility shall remain disconnected until such time that the conditions referred to in 11.1 of this section have been corrected, and lessor shall not be obligated to accept or pay for any energy from lessee during such period.

11.3 If lessor disconnects lessee's facility, it shall immediately notify lessee by telephone and confirm in writing the reasons for disconnection. In any such event, lessor shall only be obligated to accept or pay for energy that lessor notifies lessee is able to take during this period.

11.4 In case of occurrence of any event as described in this section, lessee shall compensate lessor for availing power from third party.

12.0 LAWS AND REGULATION

12.1 The lessee shall obtain necessary authorizations from Government of West Bengal or other authorities as required under the provisions of The Electricity Act 2003 for operation of station and any interconnection facilities including but not limited to right-of-way.

12.2 The lessee shall observe and perform all provisions of laws and regulations of the Government and of any public authority in respect of use and occupation of the said land and building and for running the station.

12.3 Lessee shall comply with the provisions of safety Handbook as approved and amended from time to time by the Government of India and shall familiarise himself with and be governed by all laws and rules of India and local statutes & orders and regulations applicable to his work.

13.0 OPERATION AND MAINTENANCE

13.1 The lessee shall maintain in proper manner the scheduled building in wind and water tight condition and lessor shall not be liable to pay any amount for the maintenance of the building or any account whatsoever.

13.2 The lessee shall use and operate the machinery carefully and maintain the same in good working condition in accordance with accepted good engineering practice and repair at its own cost and expenses in conformity with the instructions or operational manuals given by the manufacturer and comply with all statutory and other requirements of law, rules, regulations and directions applicable to the storage of fuel, oil and machinery or installation or governing use and operation of the Power Station and ensure that the machinery are operated by suitably trained and qualified personnel for the purpose for which it is designed and shall not do or omit any act or thing by which the warranties and performance guarantees given by the manufacturer and described in **fifth schedule** would be invalidated or become unenforceable wholly or partly.

13.3 The lessor or its authorised representatives will have the right to enter upon the land and building and to inspect the condition thereof and machinery at reasonable hours and in the event, in the opinion of lessor, the machinery are not being maintained properly, The lessor will serve notice on the lessee and on receiving such notice, the lessee will rectify such defects by repairing

and/or replacing the parts of such machinery as may be required to put the machinery in proper condition. In the event of the failure of the lessee to do so, the lessor will be at liberty to do so without any obligation on the part of the lessor and the lessee will be liable to pay all such expenses that may be incurred by the lessor with interest at the rate of 18% per annum on such amount as may be incurred by the lessor.

14.0 INSURANCE

14.1 The lessee shall insure all plant and machinery (in a manner approved by the lessor) in the joint name of the lessor and the lessee and showing the lessor as the owner and the lessor to receive the compensation money against risks of fire, riot, lightning, explosion, earthquake, storm, tempest, flood, war, malicious damage, theft, civil commotion or such other acts from time to time and handover the original insurance policies to the lessor.

14.2 In the event of any claim arising out of such insurance the lessee shall give immediate notice in writing to the lessor and the lessee shall also take all necessary steps, actions and proceedings as may be necessary and the lessor will sign all papers and documents that may be necessary in this regard.

14.3 Any proceeds receivable from the Insurance Company shall be applied by the lessor :

- i) to make good the damages, or
- ii) replace the equipment or items by other similar equipment or items.

PROVIDED HOWEVER in the event of irreparable loss or damage to the plant and machinery as a whole, the lessor shall be entitled to terminate this agreement and retain the proceeds received from the Insurance company.

PROVIDED FURTHER that in the event of the Insurance Company refusing to pay the claim arising out of the loss on the ground of gross negligence and violation of the condition of the Insurance Policy, Lessee shall compensate the lessor on account of the loss or damage caused to the scheduled station.

15.0 INDEMNIFICATION

- 15.1 All operations necessary for the execution of the works and for the construction of any temporary works shall, so far as compliance with the requirements of the contract permit, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in possession of the lessor or any other person and lessee shall save harmless and indemnify the lessor in respect of all claims, demands, proceedings, damages, cost charges and expenses whatsoever arising out of or in relation to any such matters in so far as lessee is responsible therefore.
- 15.2 In the event of any loss or expense or damage suffered by the lessor due to any claim made against the lessor by any person for suffering any injury or damages to any person/property whatsoever arising out of or in consequence of any action or omission or commission on the part of lessee or in violation of statutory provisions in connection with the operation and maintenance of power station, the lessee shall keep lessor indemnified for all such claims, demands, proceeding damages, cost, charges and expenses whatsoever in respect of or in relation thereto.
- 15.3 Lessee shall indemnify, defend and hold harmless lessor and its directors, officers, employees and agents and their respective heirs, successors, legal representatives and assigns from and against any and all liabilities, damages, costs, expenses (including attorneys' fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the lessee) and/or for injury to or death of any person (including lessee's employees and agents), which directly or indirectly result from or arise out of or in connection with the negligence or wilful misconduct of the lessee.

16.0 EVENTS OF DEFAULT AND TERMINATION**16.1 EVENTS OF DEFAULT**

16.1.1 The occurrence of any of the following events at any time during the term of Contract shall constitute an Event of Default by lessee :

16.1.1.1 Failure to pay to the lessor any amount payable and due under this contract within sixty (60) calendar days after receipt of invoice; or

16.1.1.2 Failure on the part of the lessee to use reasonable diligence in operating, maintaining or repairing lessor's facility, such that the safety of persons & property of lessor is adversely affected or

16.1.1.3 Failure or refusal by lessee to perform its material obligations under the Contract or

16.1.1.4 Failure to commence production of minimum guaranteed electrical energy as per para 5.1 within three (3) months from the date of signing of the agreement.

16.1.1.5 If the lessee fails to obtain approval as required under The Electricity Act 2003, Government of West Bengal or any other authority as amended from time to time.

16.1.1.6 Discontinuance by lessee of services covered under Contract unless such discontinuance is caused by Force Majeure or an event of default by lessor.

16.2 TERMINATION

16.2.1 If lessee fails or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of the agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 6 months of notice by lessor specifying such default and requiring such default to be remedied then lessor shall be entitled to terminate the agreement and the investor shall be bound to deliver vacant possession of station to lessor.

16.2.2 The agreement will also come to an end on the happening of the following events:-

- a) If lessee goes into liquidation.
- b) If the lessee fails to obtain approval as required under The Electricity Act 2003, Government of West Bengal or any other authority as amended from time to time.

16.3 At the expiration or sooner determination of demise, the lessee shall yield up and deliver upon lessor peaceful possession of the station in good running condition without claiming any compensation value thereof but the lessor shall pay to the lessee written down value of the additions and alterations of the building, station or additional machinery that may be brought by the lessee at the station. On such determination the schedule station shall rest in and be the absolute property of lessor.

16.4 In the event of acquisition of the Station or any portion thereof under any Act for the time being in force the amount of compensation that will be awarded for the land, building, plant & equipment etc. shall belong to lessor and the compensation money if any for loss of business shall belong to lessee.

17.0 Failure by either lessor or lessee to exercise any of its rights under this Contract shall not constitute a waiver of such rights. Neither party shall be deemed to have waived any failure to perform by the other unless it has made such waiver specifically in writing.

18.0 This agreement may be amended or modified by deed of variation signed by authorised representatives of the parties.

19.0 FORCE MAJEURE

If any party hereto shall be wholly or partially prevented from performing any of its obligations under this Contract by reason of or through strikes, lightning, earthquake, storm, wind-blown water, riots, fire, flood, invasion,

insurrection, civil unrest, lockouts, the order of any court, judge or civil authority, change in State or National law, war, any act of God or the Public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then and in any such event, such party shall be excused from whatever performance is prevented by such event to the extent so prevented, and such party shall not be liable for any damage, sanction or loss, resulting therefrom.

20.0 CONFLICTS

Where lessor's acceptance of equipment, additions, or changes in equipment and their operational setting is required, such acceptance shall not be unreasonably withheld and shall be based on lessor's existing policies and practices. In the event the acceptance is withheld and the issue is unresolved, a meeting shall be held by lessee's representative(s) and lessor's representative(s) to attempt to resolve the dispute.

21.0 ARBITRATION

In the event of any dispute arising out of or in relation to agreement the same shall be referred to arbitration as per provision of Arbitration and Conciliation Act 1996 and as per BPE/Ministry's guidelines applicable to Public Sector Undertakings. The lessee shall be solely responsible for settling any claim, demand, compensation of employment by any person employed by him for installation and running of power plant and transmission lines.

The Arbitrator shall be appointed by the Chairman Cum Managing Director, Eastern Coalfields Limited.

22.0 JURISDICTION

The courts in Asansol, West Bengal only will have the jurisdiction to deal with and decide any legal matter on dispute whatsoever arising out of contract.

23.0 Lessee shall at all times exercise reasonable precautions for the safety of employees in the performance of his contract and shall comply with all

applicable provisions of the safety laws drawn up by the state or central government or municipalities or other authorities in India.

24.0 STANDARD FOR DECISION MAKING

All operational decisions or approvals that are to be made at the discretion of either lessor's or lessee's pursuant to the terms of the Contract, specifications, and design criteria, shall be made or performed according to good engineering practice in the engineering industry. Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility which may affect the operations of the other party's facility or facilities shall be made or performed according to good engineering practice.

25.0 THE FIRST SCHEDULE ABOVE REFERRED TO :

Particulars of the land

THE SECOND SCHEDULE ABOVE REFERRED TO :

Particulars of the building, structures etc.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Particulars of the Plant and Machinery

THE FOURTH SCHEDULE ABOVE REFERRED TO :

Particulars of quality parameters of pre-fixed quantity of Grade E coal to be allocated from Salanpur Area of ECL at notified price.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

Guaranteed Data

The above mentioned schedules are described in detail in **Chapter - 9** of this document.

26.0 IN WITNESS WHEREOF the parties to this presents have set and subscribed their respective hands and seals the day, month and year first above written.

**FORMAT OF CONTRACT AGREEMENT FOR REPLACEMENT OF
BOILER AND AUXILIARIES**

(On Non-Judicial Stamp Paper)

Agreement No.

Dated:

THIS ARTICLE OF AGREEMENT made on this day of 2011..... between the Eastern Coalfields Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at and a Subsidiary of Coal India Limited, Govt. of India Undertaking, P.O. (Pin-) Dist. : ... (...), (hereinafter referred to as the Employer 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 Contractor" which expression where the contest so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work""
and the bid of the Contractor has been accepted by the Employer vide their Letter No..... dt..... for a sum of[Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of [Contract sum in figure & words] 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 sum of [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the

said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.

2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be ... (....) months from the date of commencement of work.
3. 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.
4. 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 Employer and the Contractor. And each shall be read and construed as an integral part of the Contract.

Part	Description of Documents
01.	Article of Agreement
02.	Detailed Bid Notice
03.	Notification of Award
04.	The Bid and Prices Schedules submitted by the Contractor
05.	Conditions of Contract
06.	Financial terms and conditions
07.	Technical Specifications and drawings
08	Any other Documents

In witness whereof the parties hereto have hereunder affixed their signatures at Sanctoria, Dishergarh, Burdwan District, W.B. on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Employer

Designation

Designation

Eastern Coalfields Ltd.,
Sanctoria, Dishergarh
PIN - 713333
Burdwan, (WB).

In the presence of

WITNESS - 1

WITNESS - 1

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address:

Official Address:

WITNESS - 2

WITNESS - 2

(Signature)

(Signature)

(Name in Block letters)

(Name in Block Letters)

Official Address:

Official Address:

LETTER OF ACCEPTANCE

(In the letter head paper of Employer)

Ref. No :

Dated

To

.....
.....

Dear Sirs,

This is to inform that your Bid datedfor execution of the execution of the (name of the contract and identification number as given in the instructions to bidders) for the contract price of Rupee..... (amount in words and figures) as corrected and modified in accordance with the Instruction to Bidders is hereby accepted.

You are hereby requested to furnish initial performance security/initial security deposit in the form detailed in Clauseof Instruction to Bidder for an amount equivalent to Rs..... within 21 days of the receipt of this letter of acceptance and sign the contract, failing which actions as stated in Clause..... of Instruction to Bidder will be taken

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Name of Agency

Chapter - 7

PROFORMA FOR PRICE BID**PRICE BREAK UP FOR DIFFERENT SUB-HEADS****I LEASE RENTAL**

Sl. No.	Sub-head/ Items description	Amount Rs.
1	Annual Lease Rental	

II BASE TARIFF

Sl. No.	Sub-head/ Items description	Rs/kWh.
1	Base Tariff exclusive of taxes and duties	

III COST OF TRANSPORTATION, IF AND WHENEVER APPLICABLE

Sl. No.	Sub-head/ Items description	Rs/km.
1	Extra transportation charges to be paid by ECL for bringing coal, if the mine is more than 35 km from Chinakuri Power Station.	
2	The extra transportation charges to be paid by ECL for disposal of ash beyond 5 km.	

IV BID EVALUATION CRITERIA

The Bid Evaluation Procedure will be as detailed in Annexure - I.

Instructions:

- Bidders are required to quote the quantity, unit price, amount and taxes etc. in the respective column. Unit price should be in words as well as in figures
- Quantity should be as per scope defined in the tender document and should cover all the requirements of the system.

Annexure - I							
BID EVALUATION PROCEDURE							
Year	MGE p.a. (MkWh)	Quoted rate (Rs/kWh)	Energy cost (MGE p. a.) X (Quoted rate) (Rs.) B	Lease Rental p.a. (Rs.) C	Net cash outflow (Rs.) D=B-C	Discounting Factor 8.97% X	Discounted cash outflow (Rs.) E=D*X
0 Time						1	
Year - 1	104					0.9177	
Year - 2	104					0.8421	
Year - 3	104					0.7728	
Year - 4	156					0.7092	
Year - 5	156					0.6508	
Year - 6	156					0.5973	
Year - 7	156					0.5481	
Year - 8	156					0.5030	
Year - 9	156					0.4616	
Year - 10	156					0.4236	
Year - 11	156					0.3887	
Year - 12	156					0.3567	
Year - 13	156					0.3273	
Year - 14	156					0.3004	
Year - 15	156					0.2757	
Year - 16	156					0.2530	
Year - 17	156					0.2322	
Year - 18	156					0.2130	
Year - 19	156					0.1955	
Year - 20	156					0.1794	
Net Present value of cashoutflow							SUM of E
Minimum Guaranteed Energy (MGE) for 20 years							F
Notional Bid cost per unit of electricity supplied (Rs.)							E/F
The L1 will be the bidder offering the lowest notional Bid Cost							
Applicable Discounting Factor				YTM rate of 10 years GOI E		7.47	(say, presently)
				Plus 150 bps		1.5	
						8.97	
YTM rate of 10 years GOI Bond shall be taken as applicable on the date of opening of Tender							

Chapter - 8**BANK GUARANTEE PROFORMA FOR
EARNEST MONEY DEPOSIT/BID 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

Eastern Coalfields Limited

Sanctoria, Dishergarh

PIN - 713333

Burdwan, (WB)

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 Eastern Coalfields Limited, Sanctoria, Dishergarh, PIN - 713333 Burdwan, (WB) - (hereinafter called "the Employer") for the sum of..... [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this..... day of2011-.

THE CONDITION of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity
 - (a) Fails or refuses to execute the Contract Agreement when required; or

(b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

We, [name of the bank] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or 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 ADDITIONAL SECURITY DEPOSIT FOR
LEASING OF THE POWER PLANT**

(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
Eastern Coalfields Limited
Sanctoria, Dishergarh
PIN - 713333
Burdwan, (WB)

In consideration of the Eastern Coalfields Limited, having its Registered Office at Sanctoria, Dishergarh, PIN - 713333 Burdwan, (WB) (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to [Name & address of the Contractor] (hereinafter called to as "Contractor" 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 on Intent No.] and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated valued at [value of Work Order] (hereinafter called 'the Contract') and the Employer having agreed to accept Additional Security Deposit for leasing of the power plant of(Amount in words and figures) from a Nationalised/Scheduled Bank for leasing of the power plant by the Contractor as per the terms & conditions contained in the said Contract.

We, [Name of the Bank] ,of
(address of the Bank) (hereinafter called to as 'the Bank' which expression shall unless repugnant to the context of meaning thereof, include its successors,

administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer immediately on demand and or, all money payable by the Contractor 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 Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer 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 Contractor. The Employer 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 Contractor 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer or 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 Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated thisday of at
.....

For and on behalf on the Bank

Signature

Name

Designation

Common Seal of Bank

BANK GUARANTEE PROFORMA FOR PERFORMANCE GUARANTEE

(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

Eastern Coalfields Limited

Sanctoria, Dishergarh

PIN - 713333

Burdwan, (WB)

In consideration of the Eastern Coalfields Limited, having its Registered Office at Sanctoria, Dishergarh, PIN - 713333 Burdwan, (WB) (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to [Name & address of the Contractor] (hereinafter called to as "Contractor" 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 on Intent No.] and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated valued at [value of Work Order] (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of[indicate figure]% of the Contract Sum..... [Amount in words and figures)] from a Nationalised/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, [Name of the Bank] ,of (address of the Bank) (hereinafter called to as 'the Bank' which expression shall unless repugnant to the context of meaning thereof, include its successors,

administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer immediately on demand and or, all money payable by the Contractor 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 Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer 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 Contractor. The Employer 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 Contractor 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 Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer or 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 Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated thisday of at
.....

For and on behalf on the Bank

Signature

Name

Designation

Common Seal of Bank

Appropriate value of Stamp to be affixed here

INTEGRITY PACT

Between

Eastern Coalfields Limited (ECL) hereinafter referred to as “The Principal”,

And

..... **hereinafter referred to as “The Bidder/ Contractor”**

Preamble

The principal intends to award, under laid down organizational procedures, contractors for..... The Principal values full compliance with all relevant laws and regulations and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder/s and contractor/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.

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:-
 - (i) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract demand take a promise for or accept for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will be 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.

- (iii) 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 vigilance office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor:-

- (1) The Bidder/ Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (i) The Bidder / Contractor will not directly or through any other person or firm offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or 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.
 - (ii) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (iii) The Bidder/ Contractor will not commit any offence under the relevant Anti-corruption law of India, further the Bidder/Contractor 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.

- (iv) The Bidder/ Contractor will, when presenting his bid, disclose any and all payment he has made is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be a necessary to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

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

- (1) If the bidder/contractor has committed a transgression through a violation of section 2 such as to put his reliability or credibility into question, the principal is entitle also to exclude the bidder/contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression, the severity will be determined by the circumstances of the case, in particular the number or 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/contractor can prove that he has restored/recouped the damage cause 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 damage equivalent to 3% of the value of offer or the amount equivalent to earnest money deposit/bid security, which ever 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 Contractor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to security deposit/Performance Bank Guarantee which ever 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/contractor 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/contractor 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 transgressions occurred in the last 3 years with any other Company in any country conforming to the TI 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 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 / Contractors / Sub-contractors

- (1) The Bidder/ Contractor 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, Contractors 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/Contractors/

Subcontractors

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

Section 8 – 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 appoints competent and credible Independent External 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 obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of principal.

-
- (3) The Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor upon his 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/ Contractor/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 Contractor. 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 will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - (6) The Monitor will submit a written report to the Chairperson of the of the principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should be 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 outside Expert committee Members /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 law of India, and the Chairperson has not within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India
 - (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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. Sanctoria.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor 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/Contractor

Place.....

Date

Witness 1:
(Name & Address)
.....
.....
.....

Witness 2:
(Name & Address)
.....
.....
.....

The bidders are required to sign the integrity pact as per format given in the Document Part – I.

Name, address and contact no. of the Independent External Monitors :

Sl.No.	Name	Address
1.	Shri Debabrata Bandopadhyay IAS, Former Secretary, Land & Land Reforms, Govt. of West Bengal	GD-89, Sector III, Salt Lake, Kolkata 700106 Phone 033-23348544
2.	Shri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector I, Salt Lake, Kolkata 700091 Phone 033-23216602

Chapter - 9**FIRST, SECOND, THIRD, FOURTH AND FIFTH SCHEDULES****FIRST SCHEDULE****Particulars of Land****CHINAKURI CAPTIVE POWER STATION**

Name of Mouza	Plot No.
a) Plant	
Chinakuri	211
-Do-	212
-Do-	213
-Do-	214
-Do-	215
-Do-	217
-Do-	218 p.
-Do-	1403 p.
-Do-	1288 p.
b) Colony	
Seetalpur	845
-Do-	866
-Do-	566
-Do-	565

SECOND SCHEDULE

Particulars of the buildings, structures, etc.

CHINAKURI CAPTIVE POWER STATION

A) Plant

1. Main power house building (in between Grids 167E to 236E and 86N to 122.3N)

The main power house building comprises of 4(four) bays AB-Bay, BC-Bay, CD-Bay and DE-Bay and having axes 1 to 14. BC-Bay is the TG-Bay with head room of 18 mtrs. The power house building is steel frame structure with provision of EOT crane in the TG-Bay. It has four working floors with different elevation mentioned below having a total plinth area of 2484 sq. mtrs.

(a) Ground floor EL+ 0.00mtrs

Comprising of the following installations:-

1. Auxiliary switchgear room.
2. Battery charger room.
3. Air compressor and Co₂ room.
4. Air washer pump room.
5. Boiler feed pump room.
6. Chemical dozing room.
7. Clean and dirty oil tank rooms.
8. Air conditioning pump room.
9. Chemical laboratory.
10. Toilets-2Nos.

All the above installations have an average head room of 4.5 Mtrs.

(b) Floor having elevation EL+ 4.4Mtrs

1. Cable vault room
2. Air washer room.

The above installations have an average head room of 3 Mtrs.

(c) **Ejector floor at elevation 4 mtrs. level**

This room has an average head room of 3.5 Mtrs.

(d) **Main operating floor at elevation 7.5 Mtrs. level**

1. Turbine floor for 2TG sets.
2. FCRP/UCP control rooms.
3. DAS room.
4. Instrumentation laboratory room.
5. Telephone exchange.
6. Boiler MCC room.
7. Turbine MCC room.
8. HT switchgear room.
9. Engineers room.
10. AVR room.
11. Electrical and mechanical maintenance room.
12. Toilet-2Nos.

(e) **Elevation 13 Mtrs. Deaerator floor.**

(f) **ESP control room (in between grids 226E to 241.5E and 38.25N to 45N)**

This is a masonry structure with RCC roof slab with head room of 3.5 Mtr. This building has two parts one for control panels and the other for MCC with provision of cable trenches.

2. **CW pump house (in between grids 123N to 88N and 114E to 125E)**

This is a RCC framed roof structure building with brick work having plinth area 396 Sq mtrs. and average head room 6.575 Mtrs. comprising of MCC room, Pump house with trenches, maintenance bay and toilet.

3. **Misc. pump house & D.M. Plant (in between grids 31N to 45.7N and 22E to 100.725E)**

This is a RCC framed roof structure building with brick work having plinth area 845 Sq. Mtrs. with average head room of 6.8 Mtrs. comprising of D.M. Plant

,MCC room, pump house and toilet. Outside this plant there are also D.M. water storage tanks, neutralization pit, acid and alkali tanks and degasser tower.

4. Raw water pump house (in between grids 22.00S to 31.00S and 6E to 25E)

This is a RCC framed roof structure building with masonry work having plinth area 180Sq. Mtrs, with head room 5.5 Mtrs. having one MCC room, one pump house and one toilet.

5. Weighbridge (in between grids 482.63E to 485.88E and 45.75N to 55.2N)

This is a brick masonry building having foundation and roof with RCC work. The plinth area of the building is 31.5 Sq. Mtrs. with head room 3.6 Mtrs. with one office room, dial type weighbridge and W.C. with toilet.

6. Chlorination Plant (in between grids 118.5N to 123N and 65E to 75E)

This is a RCC framed roof structure building with masonry work having plinth area 48 Sq. Mtrs. with head room 3.3 Mtrs. with booster pump house, chlorine cylinder storage space and 2000 Ltrs. water vat for neutralization.

7. Bulldozer shed (in between grids 47.4N to 58N and 366.5E to 389E)

This is a RCC framed roof structure building with brick work having plinth area 240 Sq. Mtrs. with average head room 8.275Mtrs. The shed is divided into two portions, one is to accommodate and the other for maintenance and inspection work.

8. Heavy stores (in between grids 302.5E to 334.5E and 95N to 105N)

This is also a RCC framed structure building with ACC roof sheeting over structural trussed and masonry work having plinth area 320 Sq. Mtrs. with average head room 10.65 Mtrs.

9. Light stores (in between grids 302.5E to 322.5E and 115N to 125N)

This is RCC framed structure with RCC roof slab and masonry work having plinth area 202 Sq. Mtrs. with head room 4.675 Mtrs. comprising of 2nos. office room with one toilet.

10. Canteen Building (in between grids 266.5E to 284.8E and 115N to 127.8N)

This is also a RCC framed structure with RCC roof slab and masonry work. This is a two storey building with ground floor having plinth area 200Sq. Mtrs. and first floor 131Sq. Mtrs. with head room for both ground and first floor 3.6 Mtrs.

11. Admn.Building (in between grids 166N to 193N and 176.55E to 190.3E)

This is also a RCC framed structure with RCC roof slab with brick work. This is also a two storey building having plinth area of ground floor and first floor 273 Sq. Mtrs. and 243 Sq. Mtrs. respectively with average head room of 3.45 Mtrs.

12. Security cum time office (in between grids 141.5N to 152N and 121.5E to 128.5E)

This is a masonry building with foundation and roof slab with RCC work with plinth area 24Sq. Mtrs. and head room 3.5 Mtrs. The building has one security office, pantry room, time office and one toilet.

13. The total plant area is surrounded with 1410 Mtrs. boundary wall. Inside the plant there are bituminous roads 3.66Mtr.Wide and 420 Mtr. in length, 4Mtr. wide 20Mtr. in length and 6Mtr. wide with 960 Mtr. in length.

(B) Colony :

There are five types of residential buildings in the colony area. The details of the buildings are mentioned below:-

	<u>Type of building</u>	<u>No. of bldg.</u>	<u>Unit</u>	<u>Plinth area of block</u>
1.	'A' type (single storied)	1	1	1x183 Sq. Mtrs.
2.	'B' type (double storied)	3	6	6x153 Sq.Mtrs.
3.	'C' type (1double storied) (1 triple storied)	2	10	2x186 Sq.Mtrs.
4.	'D' type (double storied)	6	24	6x129 Sq. Mtrs.
5.	'E' type (triple storied)	3	36	3x193 Sq. Mtrs.
6.	'F' type (triple storied)	3	36	3x207 Sq. Mtrs.

The colony area is surrounded by compound wall of 735.18 Mtrs. length with an average height of wall 2.25 Mtrs.

8. The colony area is having bituminous road 4Mtrs. wide 486 Mtrs. in length and 6 Mtrs wide 315 Mtrs in length.
9. The plant and the colony is also connected with bituminous link road 3.66 Mtrs. wide 200Mtrs. in length and 4Mtrs wide and 214 Mtrs. length.

THIRD SCHEDULE

Particulars of the Plant & Machinery

CHINAKURI CAPTIVE POWER STATION

- 1.0. 3Nos. 50 TPH capacity 62kg/Cm²g, 485+5 C, Steam generating (SG) plant with auxiliaries Manufacturer's Nos. IWT - 5066, 5067 and 5068.
- 1.1 Each SG Unit comprises the basis water tube bi-drum boiler with rotary spreader stoker coal firing arrangement and with following major auxiliaries.
- a) 3 Field electrostatic precipitator having 96.5% efficiency.
 - b) 100% capacity ID fan.
 - c) 100%capacity FD fan.
 - d) 100%capacity SA fan.
 - e) Soot blowing arrangement with 14 Nos. soot Blowers located at various point along with integral piping valves, drives etc.
- 1.2 The common system comprises of two steam submerged ash conveying system for bottom and riddling ash including 1 No. 120 ton capacity ash silo of MS construction, 24 hours capacity coal bunker with individual dust extraction system with a common tripper, main steam pipe line/header system up to the turbine inlet flange and feed water system including 3 Nos. 100% capacity electric motor driven Boiler feed pump 1No. 100% capacity steam turbine driven Feed pump, HP & LP dosing system, Boiler MCC, ESP MCC and other associated control panels, cabling, local instrumentation as well as primary sensors for parameter monitoring etc.
- 1.3 Each boiler is provided with Dense phase pressurized pneumatic conveying system of 1Ton/HR(average) capacity for fly ash with 6Nos. 'denseveyor' vessels, associated electro-pneumatic control and conveying arrangement. The conveying pipelines from all three boilers as well as one from a single vessel underneath the 70 Mtrs. high chimney stack of MS construction, common for all

three boilers, terminate the 30 tonne capacity fly ash silo of RCC construction fitted with vent filter and ash conditioning arrangements.

- 2.0 3 Nos. 11KV 10 MH 0.8 p.f. steam turbine generating (TG) set complete with turbine gear box, Alternator, exciter unit with along with auxiliaries. Manufacturer's No. T : 0338 & T : 0339.
- 2.1. Each unit is having individual hydraulic governing system and forced lubrication system including a common main oil tank (MOT) fitted with 1 No. Auxiliary oil pump (AOP), 1 No. Emergency oil pump (EOP), 1 No. AC & 1 No. DC jacking oil pump (JOP), 2Nos. oil cooling units, Duplex oil filters, Alfa Laval make type MAB-103 oil centrifuge, associated pipe lines, primary instrumentation etc.
- 2.2. Each turbine provided with a condenser with hot well, 2No. 100% capacity condensate Extraction Pumps (CEP), 1No. Starting and 2Nos. running steam Jet Air Ejectors (SJAE), 1No. LP heater and 1No. Thermal Deaerator Unit complete with vent condenser storage tank, spray-cum-tray type deaerator and associated piping etc.
- 2.3. Each alternator is provided with air coolers in the air duct, automatic fire protection system with CO₂, Series compounding unit (SCCT), excitation transformer unit, instrument transformer/Surge protector/lightning arrester system, Neutral Grounding Register (NGR), Field suppression cubicle, AVR/Regulation panel and 11KV. 800 Amps.40 KA phase segregated bus duct system up to the generator control breaker at the 11KV. Switchboard. Both the units are complete with associated piping thermal insulation, primary instrumentation including local gauges and various sensors for remote monitoring purposes.
- 3.0. 7 Nos. unit control panel consisting of 3 Nos. panels for TG Units and 1No.for common services and 3Nos. for steam generators. Each TG control panel comprises of 13Nos. dual channel indicators, 8Nos. Model 761 controller, 7Nos. auto manual station, 27Nos. recorders, 1No. Bentley Nevada makes sl.no. 72001 vibration monitor, 1No.speed indicator, 1No. Bearing temperature

indicator unit, associated meters, control switches, indication lamps and 96nos. annunciation facia. Each SG control panel comprises of 4 Nos. indicator 14 Nos. 761 controllers, 6 Nos. Auto manual station, 6 Nos. recorders and 36 Nos. annunciation facia.

The common system control panel comprises of 3Nos. indicator, 3Nos. 761 Controller, 2Nos. recorder and 36Nos. annunciation facia, 3Nos. marshalling rack panels for terminating various digital field inputs, 3Nos. panels annunciation unit housing, the first up and non-tripping type annunciation circuits including retransmission system, 2Nos. PLC Units with 448Nos. input channels, 208 Nos. output channels complete with indication accessories in Input and Output cards, power supply system, memory system, etc. of PLC 2/20 system in 3Nos. control panels, associated cabling and inter wiring for the entire system.

- 4.0 24 Panel, 750 MVA HT Switchgear with vacuum circuit breakers having 3Nos. generator panels, 4Nos. Tie panels with single phase VT, 7Nos. transformer panels and 5Nos. feeder panels 3Nos. of VT panels and 2Nos. of bus coupler panels, 24 panel duplex type feeder control cum relay panel for the above switchboard located in the unit control room complete with protection relays, meters, control switches, indicators and annunciator facia and 1No. Synchronizing trolley.

H.T. cabling from H.T. switch board upto transformer and distribution line gantry structure inside/just outside the plant premises.

- 5.0 Two stream 120 tonne per hour capacity Coal Handling System with coal yard. Three stage conveyor system, shuttle feeder system below the reclaim hopper and crusher, in line magnetic separators located at the transfer tower, vibrating screen and crusher located at the crusher house, traveling tripper located at the tripper floor along with the ventilating system inside the tunnel, dust extraction system at the crusher house, metal detector and online belt weighing system, CHP MCC, relay panel and control desk located in CHP control Room, 2Nos. BEHL make DBOA-12 Bulldozers with coal dozing attachment.

- 6.0 3Nos. 8.1Kg./Cm²,360M³/Hr capacity air compressor units along with electric drive, control panel, 2Nos. air reservoirs, 1Nos. 360M³/Hr capacity air drier along with associated piping, instrumentation and cabling located in ground floor of the Power House Building.
- 7.0 2Nos. 40TE capacity air-conditioning plant with associated sub-systems like cooling wated system with pumps, cooling tower, etc. 2x50% capacity air handling units, associated pipelines, instrumentation, cabling and a control desk.
- 8.0 2Nos, 50,000M³/Hr capacity ventilation fan with air washer arrangement complete with cooling water pumps ducting etc.
4. Nos 8500M³/Hr. capacity roof extractor fan, 3 Nos. wall mounting type exhaust fans and 3 nos. axial type exhaust fans along with accessories.
- 9.0 3 Nos. 2500 M³/Hr. 22 MWC circulating water pumps with motor drive and associated piping, valves, etc. located in CW pump house building.
- 10.0 One 3 Cell, 2500 M³/Hr. per cell capacity RCC cooling tower fitted with GRP grids and PVC fills, each cell contains 1 No cooling tower fan with gear box and electric motor. RCC encashed MS cooling water piping between CW Pump House/Cooling Tower to the individual condenser units of the 2 Nos. TG sets.
- 11.0 One dimineralised water plant having two streams, each of 6.7 M³ per hour capacity (120 M³ between the regeneration) along with 2 Nos. 20M³/Hr. capacity Water Transfer Pumps, 2 Nos. 60 M³ capacity DMW Storage tanks, 3 Nos. 50% capacity DMW transformer pumps. Each DMW stream comprises of 1 No. SAC Unit, 1 No degasser unit with air blower, 1 No. SBA unit, 1 No. MB unit. The DM plant is complete with bulk storage system for acid and alkali including transfer pumps, measuring tanks, 3 Nos. 100% capacity pressure sand filters along with air blower and 2 Nos. sodium sulphite dosing pumps including all associated piping, instrumentation and cabling.

12.0 1 No. 250M³/Hr. capacity clariflocculator unit along with alum solution dosing arrangement complete with drives, control panel, associated piping and cabling.

13.0 Miscellaneous pumps including (a) 2 Nos. 250M³/Hr. capacity turbine type vertical pumps, 4 Nos. 150M³/Hr. capacity CW make up pumps, 2 Nos. 50M³/Hr capacity service water pumps, 2 Nos. 153M³/Hr. capacity boiler fill pumps, 4 Nos. 8 M³/Hr. capacity hot well make-up pumps, 4 nos. 240 M³/Hr. capacity CW booster pumps, 2 Nos. 104 M³/Hr. colony potable pumps, 2 Nos. 5M³/Hr. plant potable pumps, 2 Nos. 5M³/Hr. service booster pumps.

14.0 3 Nos. 2500 KVA, 11KV/433 V auxiliary service transformer with 40KA bus duct of 3500 A capacity, 2 Nos. 2000 KVA 11KV/433V CWPH transformers with cabling upto MCC located at CWPH building and 2 Nos. 315 KVA, 11KV/433 V transformers for colony.

Various 415 switchboards are under:-

- (a) Aux. switchboard - 26 panels, double front.
- (b) CWPH Switch board-14 panels, double front.
- (c) Miscellaneous pump House MCC- 5 panels, double front.
- (d) Raw water MCC-4 panels, single front.
- (e) D.M.Plant MCC-7 panels, double front.
- (f) Air conditioning MCC-5 panels single front.
- (g) Turbing MCC-5 panels, double front.

Station battery system consisting of 1 No. 220V 750A/Hr. 1No. 24 V 1300A/Hr. and 1 No. 24V 160A/Hr. battery set along with 2Nos. of float cum boost chargers per set and 2Nos. DC distribution boards for 220 V and 24 V plant illumination, system fed from 5Nos. of lighting distribution boards, each incorporating 100KVA dry type lighting transformers, associated cabling/wiring, subdistribution boards, lighting fixtures with mounting arrangement , street lighting poles etc.

Plant communication system comprising of 1No. 72 line EPABX Unit, integral public address and alarm generating system complete with 41Nos. hand sets associated cabling etc.

Fire protection system consisting of 2Nos. 10M³/Hr. (each) capacity jockey pumps and 1No. Motor driven and 1No. diesel engine driven fire water pumps having each 273M³/Hr. capacity and associated hydrant system, control panel, cabling, batteries, chargers, annunciation and instrumentation control system located at Miscellaneous Pump House.

1No. 30 MT Capacity weighbridge complete with weighing and punching system located near CHP Area.

1No. 25T/5T Capacity pendant operated EOT crane with accessories, cabling and control panel located in Main TG building 1No. 3M.T. capacity 8.35MT span 6.84MT lift underslung H.O.T crane with geared trolley "Indef" chain pulley block with chain at Heavy Store, 3M.T. capacity 8.4 Mt. span 6.1 Mt. lift underslung crane with geared trolley, indef chain pulley block with chain etc. for CW Pump House. 1 Tonne Capacity 5 Mtr. span 2.7 Mtr. lift with geared trolley, 'Indef' chain pulley block chain etc. for air compressor room.

3 Tonne capacity 6.9 Mtr. span 4.8Mtr. lift underslung crane with geared trolley, 'Indef' chain pulley block with chain etc. for boiler feed pumps. 1 Tonne capacity 5.7 Mtr. span 5.8 Mtr. lift underslung crane with geared trolley. 'Indef' chain pulley block with chain etc. for Misc. Pump House.

7.5 Tonne capacity 7.5 Mtr. span 6.5 Mtr. lift underslung crane with geared trolley 'Indef' chain pulley block with chain etc. for Raw Water Pump House.

5 Tonne capacity 9.15 Mtr. span 5.6 Mtr. lift underslung crane for Bulldozer shed.

FOURTH SCHEDULE

Guaranteed Data

CHINAKURI CAPTIVE POWER STATION

- 1) Name of the Area of ECL from where coal is to be allocated : Salanpur Area
- 2) Scheduled Grade of Coal : E
- 3) Moisture Content of Coal : 1.3 to 1.7 %
- 4) Ash Content of Coal : 35.7 to 37.7 %
- 5) Volatile Matter of Coal : 19.7 to 20.9 %
- 6) Useful Heat Value of Coal : 3490 to 3739 kCal/kg
- 7) Present Price of ROM Coal, size (-) 250mm : Rs.1382.78 per tonne

FIFTH SCHEDULE**Guaranteed Data****CHINAKURI CAPTIVE POWER STATION**

Replacement of 3 x 10 MW Existing Stoker-fired boilers with 3 x 10 MW FBC boilers along with auxiliaries having the following specifications:

3 x 10 MW FBC Boiler Package with auxiliaries:

3 sets of approx. 53 TPH (MCR), 65 ATA, $485 \pm 5^{\circ}\text{C}$ Steam Generator package including draft system, integral piping, valve & fitting, coal feeding system **including crusher**, feed water pumps, de-aerating heaters etc. complete with auxiliaries, supporting structure, platform, structural steel material for main boiler roof covering, outer casing for boiler auxiliary equipment, air and gas duct work, refractory and insulating material, tubular air pre-heater, LDO start up system complete with following:

ESP with outlet emission of less than 150 mg/mm³/modifications of existing ESP

Instruments for control system of boiler

De-aerator with storage tank, 3x100% boiler feed pumps, blow down tanks, LP & HP dozing system with dozing pumps (2W+1 SB)/ modifications of existing system wherever required.

Modifications of existing Fuel Bunker system, wherever required.

Power output guaranteed data

Sl.No.	Description	Chinakuri
1	Power (KW) per unit at the HV terminal of generator transformer while burning design fuel (E grade coal of pre-fixed quantity and quality as supplied by ECL mines at notified price) and at a design ambient wet bulb temperature of 28 ^o C	10,000
2.0	Sound pressure level (SPL) when the following plant & equipment are in operation	Free Field
		Near Field
2.1	Turbine Generator Exciter	80 db*
2.2	ID Fan	95 db at 1.8m from the equipment
2.3	FD Fan	95 db at 1.8 m from the equipment
2.4	Any other fan of steam generating unit	
2.5	Boiler feed pump	80 db*
2.6	Deaerator	80 db*
2.7	Air ejector	80 db*
2.8	Steam pressure reducing station	80 db*
2.9	Air compressor	80 dbA
2.10	Ventilating air fan	85 dbA
2.11	Cooling tower fans	90 dbA
2.12	Coal crusher (Running under idle conditions)	85 dbA
3.0	Noise level inside the power house control room	65 dbA

* Near field is quantified as 1 meter from the equipment