E-TENDER DOCUMENTS

FOR

DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA AS PER SCOPE OF WORK SPECIFIED IN TENDER SPECIFICATION DOCUMENT

Notes:
1. This Tender Specification Document has 55 pages.

Last Date of Submission: 04.05.2017 upto 12:00 Hrs.
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<td>53-55</td>
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</tbody>
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NOTICE INVITING TENDER

Notice Inviting Tender No. 4/HPGCL/CE/Fuel-222/VOL.II  Dated: 12.04.2017

Haryana Power Generation Corporation Ltd. (HPGCL), a power generating utility of Govt. of Haryana, has been allotted the Kalyanpur-Badalpara Coal Block in Dumka, Distt., State of Jharkhand. Chief Engineer/Fuel-cum-Operation, HPGCL Panchkula invites e-tenders on-line on the website https://haryanaeprocurement.gov.in, from experienced Bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, in two parts from the reputed, registered and experienced firms who fulfill the pre-qualifying criteria specified in the tender specifications for the detailed coal exploration and preparation of geological report for development of Kalyanpur-Badalpara Coal Block, Brahmani Coalfield (Rajmahal Group of Coalfields) Distt. Dumka, Jharkhand, India as per following details:-

<table>
<thead>
<tr>
<th>Name of the Block with Area and Coalfield</th>
<th>Drilling Details</th>
<th>Earnest Money (EMD) (in INR)</th>
<th>Cost of NIT-cum-Tender Specification Document (TSD) (in INR)</th>
<th>E-Service Fee(Rs.) (Non-Refundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item-I (Exploration &amp; Documentation): Preparation of exploration scheme, diamond core drilling (HQ/NQ/BQ sizes or equivalent) as per approved exploration scheme, borehole deviation survey, geological logging of borehole cores, packing and transportation of borehole coal cores to laboratories including complete cores of one borehole for physico-mechanical tests, analysis advice and follow up for chemical analysis and physico-mechanical investigations, topographic &amp; surface survey, geological mapping, geological modeling, qualitative &amp; quantitative assessment of resources as per norms and final geological documentation duly vetted by CMPDI.</td>
<td>10000 m up to 450 m</td>
<td>10,15,000</td>
<td>2300/-</td>
<td>1000/-</td>
</tr>
</tbody>
</table>

**Item-II (Geophysical Investigations):**

1) Geophysical logging in minimum 25% of the boreholes drilled
2) Surface geophysical investigation by Magnetic Surveys (60 nos.)
3) Surface geophysical investigation by Resistivity Surveys (Line Kms 5).

*may vary by +/-30%

**approximate

Note:
1) Cost of Tender documents and E-service Fee are to be paid online through e-procurement portal https://haryanaeprocurement.gov.in. These are non-refundable.
2) The EMD payment may be done two days prior to bid closing date, as it takes atleast two working days to reflect the same in the portal for submission of e-tender.
3) The details of above NIT and tender documents can be seen and downloaded from HPGCL website www.hpgcl.org.in and e-procurement portal https://haryanaeprocurement.gov.in.
4) The bidder participating in this detailed exploration e-tender would also be eligible to participate in forthcoming e-tender of HPGCL for selection of Mine Developer & Operator (MDO) for this coal block.

Chief Engineer/Fuel-cum-Operation
Haryana Power Generation Corporation Limited
C-7, Urja Bhawan, Sector-6, Panchkula
Instructions to bidders on Electronic Tendering System

1. These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1.1 Information regarding Online Payment:- The Bidders shall have to pay for the Tender documents, EMD Fees & eService Fee online by using the service of secure electronic payment gateway. The Payment for Tender Document Fee, eService Fee and EMD can be made by bidders online directly either through Debit Cards, Internet Banking Accounts or RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. For online payments guidelines, please refer to the Home page of the e-tendering Portal i.e. http://haryanaeprocurement.gov.in.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the bidder.

1.2 The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender e-Publication date (online)</td>
<td>12.04.2017</td>
<td>12.00Hrs</td>
</tr>
<tr>
<td>2</td>
<td>Document download start date</td>
<td>12.04.2017</td>
<td>17.00Hrs</td>
</tr>
<tr>
<td>3</td>
<td>Document download end date</td>
<td>04.05.2017</td>
<td>12.00Hrs</td>
</tr>
<tr>
<td>4</td>
<td>Bid Submission start date</td>
<td>12.04.2017</td>
<td>17.00Hrs</td>
</tr>
<tr>
<td>5</td>
<td>Bid submission end date</td>
<td>04.05.2017</td>
<td>12.00Hrs</td>
</tr>
<tr>
<td>6</td>
<td>Start date for seeking Clarification email/telephone</td>
<td>13.04.2017</td>
<td>10.00Hrs</td>
</tr>
<tr>
<td>7</td>
<td>Last date for seeking Clarification email/telephone</td>
<td>03.05.2017</td>
<td>17.00Hrs</td>
</tr>
<tr>
<td>8</td>
<td>Date of Pre-bid Meeting</td>
<td>19.04.2017</td>
<td>11.00Hrs</td>
</tr>
<tr>
<td>9</td>
<td>Technical Bid Opening date</td>
<td>04.05.2017</td>
<td>15.00Hrs</td>
</tr>
<tr>
<td>10</td>
<td>Short-listing/Qualifying of Technical bids &amp; Opening of Price Bid</td>
<td>Will be intimated to the firms on their E-mail</td>
<td></td>
</tr>
</tbody>
</table>

1.3 Registration of bidders on e-Procurement Portal:- All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. https://haryanaeprocurement.gov.in. Please visit the website for more details.

1.4 Obtaining a Digital Certificate:-

The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://haryanaeprocurement.gov.in.

1.5 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO – 09, IInd Floor,
Sector – 16,
Panchkula – 134108
E - mail: Chandigarh@nextenders.com
Help Desk: 1800-180-2097 (Toll Free Number)

1.6 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

1.7 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act
2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

1.8 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

1.9 The same procedure holds true for the authorized users in a Private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

1.10 Opening of an Electronic Payment Account: Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal http://haryanaeprocurement.gov.in.

1.11 Pre-requisites for online bidding: In order to bid online on the portal http://haryanaeprocurement.gov.in, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

1.12 Online Viewing of Detailed Notice Inviting Tenders: The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at http://haryanaeprocurement.gov.in.

1.13 Key Dates: The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

1.14 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees and Submission of online Bids:

1.14.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

1.14.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

2. Pre-bid Meeting: The pre-bid meeting shall be held in the office of Chief Engineer Fuel-cum-Operation, Haryana Power Generation Corporation Limited, Panchkula, Haryana, INDIA on the scheduled date & time, as specified in the NIT-CUM-TENDER SPECIFICATION DOCUMENT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.

3. Clarification of Bid: The bidder may seek clarification through email at hpgclicoalblock@gmail.com or telephonically (Sh. Sandeep Kumar, AE/Mining, Mobile no. 8222023775, and Sh. Virender Kumar XEN/Mining, Mobile no. 9355084476) within the period specified for this purpose. However, the management will clarify as far as possible the relevant queries only.

4. Submission of Bid:

a. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT-CUM-TENDER SPECIFICATION DOCUMENT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

b. Price Bid: The Price Bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Part II. The Price Bid will be item wise as per BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price Bid of the bidder will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

c. All bids are to be submitted on-line on the website https://haryanaeprocurement.gov.in. No bid shall be accepted off-line.

5. It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender portal. Under any circumstances, HPGCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

6. After opening of Price-bid on-line, the L-1 bidder will have to produce the original documents (In case of PAN Card and Memorandum & Article of Association, self certified photocopy may be accepted in place of original) as enlisted in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, in support of the information/declarations furnished by bidder on-line, including original...
Affidavit as per the format specified in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, for verification by Tender Committee, along with one set of self certified photocopy of documents, on any working day within 10 (ten) days of opening of price-bid (10 days to be counted from the next day of opening of price-bid).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Eligibility Criteria</th>
<th>Supporting Document (in Original) to be produced by L1 bidder for verification by Tender Committee</th>
</tr>
</thead>
</table>
| 1      | Legal Status of the bidder (Refer Clause 2.0; Section-1 of NIT-CUM-TENDER SPECIFICATION DOCUMENT) | Any one of the following document:  
1. Affidavit or any other document to prove proprietorship  
2. Partnership deed containing name of partners  
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder  
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. |
| 2      | Working Capital (Ref. Clause No. 2, Qualification information of NIT-CUM-TENDER SPECIFICATION DOCUMENT) | Certificate of Working Capital issued by a Registered Chartered Accountant containing all the information furnished by bidder on-line. (In case of JV, working capital certificate for each individual partner of JV) |
| 3      | Work Experience (Refer Clause 3.2 (a),(b),(c); Section-1 of NIT-CUM-TENDER SPECIFICATION DOCUMENT) | Satisfactory Work Completion Certificates issued by the employers against the experience of similar works containing all the information furnished by bidder on-line. |
| 4      | Drill & Bid Capacity (Ref. Clause No.3.3(i) & (ii); Section-1 of NIT-CUM-TENDER SPECIFICATION DOCUMENT) | The Bidder’s rigs proposed to be deployed in the block shall have to have depth capacity suitable to meet envisaged depths of boreholes in the block. The total drilling capacity of all the rigs found eligible as per above criteria shall be worked out as per formula given in NIT-CUM-TENDER SPECIFICATION DOCUMENT. |
| 5      | Digital Signature Certificate (DSC)                                                 | If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding on-line on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder. |
| 6      | Permanent Account Number                                                             | PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each individual partner of JV) |
| 7      | An Affidavit regarding genuineness of the information furnished by the bidder on-line and authenticity of the documents produced by him before Tender Committee in support of his eligibility, as per the format given in Section – 2 of TSD. |                                                                                                                                                 |

NOTE:-
If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://haryanaeprocurement.gov.in.

For help manual please refer to the ‘Home Page’ of the eProcurement website at https://haryanaeprocurement.gov.in, and click on the available link “How to...?” to download the file.
2.0 LIST OF DEFINITIONS & ABBREVIATIONS

(A) Definitions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder</td>
<td>&quot;Bidder&quot; means bidding company (Single entity or Joint venture)</td>
</tr>
<tr>
<td>Company</td>
<td>&quot;Company&quot; means a company formed and registered under Indian Companies Act’1956</td>
</tr>
<tr>
<td>Contract</td>
<td>The &quot;Contract&quot; shall mean the notice inviting tender, the tender as accepted by HPGCL and formal agreement executed between HPGCL and the successful Bidder together with documents referred to therein including general terms and conditions, special conditions and additional terms and conditions, scope of work, schedule quantities with rates and amounts, schedule of work.</td>
</tr>
<tr>
<td>Exploration Scheme</td>
<td>Means scheme of proposed boreholes on about 400 m grid to prove the coal reserves of the block where detailed coal exploration is being planned.</td>
</tr>
<tr>
<td>Financial Year / F.Y.</td>
<td>Means year ending on 31st March as followed by Govt. of India.</td>
</tr>
<tr>
<td>Successful Bidder</td>
<td>Means Bidder (single entity or joint venture), whose Bid has been selected as per selection criteria.</td>
</tr>
<tr>
<td>Proved Reserves</td>
<td>Means coal reserves occurring up to 200m distance from the point of intersection.</td>
</tr>
<tr>
<td>Year</td>
<td>Means year ending on the last day of the month previous to the one in which bid applications are invited.</td>
</tr>
</tbody>
</table>

(B) Abbreviations:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPGCL</td>
<td>Haryana Power Generation Corporation Limited</td>
</tr>
<tr>
<td>DGR</td>
<td>Draft Geological Report</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>EMP</td>
<td>Environment Management Plan</td>
</tr>
<tr>
<td>FDR</td>
<td>Fixed Deposit Receipt</td>
</tr>
<tr>
<td>FGR</td>
<td>Final Geological Report</td>
</tr>
<tr>
<td>IGN</td>
<td>Interim Geological Note</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>ISO</td>
<td>Indian Standards Organisation</td>
</tr>
<tr>
<td>Km</td>
<td>&quot;Km&quot; means a kilometer or 1,000 meters.</td>
</tr>
<tr>
<td>L.D.</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>NIT-cum-TSD</td>
<td>Notice Inviting Tender – cum – Tender Specification Document</td>
</tr>
<tr>
<td>PRCO</td>
<td>Project Coordinator</td>
</tr>
<tr>
<td>PSE</td>
<td>Public Sector Enterprises</td>
</tr>
<tr>
<td>RBI</td>
<td>Reserve Bank of India</td>
</tr>
</tbody>
</table>
Volume-1
Section 1
Qualifying Requirements & Instructions to Bidders

1.0  SCOPE OF BIDDER

1.1  To undertake Detailed Coal Exploration In Kalyanpur-Badalpara Coal Block (6 Sq. Km.), Brahmani Coalfield (Rajmahal Group of Coalfields) Distt. Dumka, Jharkhand, India as per following scope of work:

<table>
<thead>
<tr>
<th>Item</th>
<th>Exploration &amp; Documentation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preparation of exploration scheme, diamond core drilling (HQ/NQ/BQ sizes or equivalent) as per approved exploration scheme, borehole deviation survey, geological logging of borehole cores, packing and transportation of borehole coal cores to laboratories including complete cores of one borehole for physico-mechanical tests, analysis advice and follow up for chemical analysis and physico-mechanical investigations, topographic &amp; surface survey, geological mapping, geodetic modeling, qualitative &amp; quantitative assessment of resources as per norms and final geological documentation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Geophysical Investigations:</th>
</tr>
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<tbody>
<tr>
<td>i)</td>
<td>Geophysical logging in minimum 25% of the boreholes drilled.</td>
</tr>
<tr>
<td>ii)</td>
<td>Surface geophysical investigation by Magnetic Surveys (60 nos.).</td>
</tr>
<tr>
<td>iii)</td>
<td>Surface geophysical investigation by Resistivity Surveys (Line Kms. 5).</td>
</tr>
</tbody>
</table>

1.2  The successful Bidder will be expected to commence and complete the work by the time and period specified in Notice Inviting Bid.

2.0  ELIGIBLE BIDDERS

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

2.2  Joint Venture: Companies/ contractors (maximum three) may jointly undertake contract/contracts. Each entity will be jointly responsible for completing the task as per the contract. Indian party having legally valid joint venture with foreign party or vice versa shall be considered eligible to participate in the Tender.

Sub-contracting of drilling shall not be allowed. However, the topographical survey, deviation survey, geophysical logging, geophysical surface surveys, geological logging, geological modeling and final geological report preparation may be subcontracted. In case of a Joint Venture the lead partner shall be identified who will be responsible for execution of the work.

3.0  QUALIFICATION OF THE BIDDER

3.1  All Bidders shall provide in Part 1, Forms of Bid and Qualification Information, a preliminary description of their proposed scheme of exploration.

3.2  All Bidders shall provide the following information/ documents with their Bids (copies of all documentary evidences are to be duly authenticated by the Bidders/ constituted attorney of the Bidder with full signature and seal. All signed declarations are to be made in the Bidder’s letterhead. After opening of Price-bid on-line, the L-1 bidder will have to produce the original documents (In case of PAN Card and Memorandum & Article of Association, self certified photocopy may be accepted in place of original) as enlisted in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, in support of the information/declarations furnished by bidder on-line, including original Affidavit as per the format specified in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, for verification by Tender Committee, along with one set of self certified photocopy of documents, on any working day within 10 (ten) days of opening of price-bid (10 days to be counted from the next day of opening of price-bid).

a.  Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, Joint Venture Agreement (refer Sr. No. 3 of Qualification Information under Section-2); written power of attorney of signatory of the Bid to commit the Bidder;

i)  The firm must have executed at least one Work Order of minimum value of Rs.4.56 Crores or two Work Orders minimum value of Rs.2.85 Crores each or three Work Orders minimum value of Rs.2.28 Crores each during the preceding 5 financial years.
Having cumulative experience of core drilling of at least 10000 m including preparation of geological report in a coal/lignite/stratified deposit during the last seven years and availability of geologists as per number and experience defined in Clause 7.0 of Section 4 for the entire period of completion of the job being offered.

Experience certificate of preparing at least one geological report of coal/lignite/stratified deposit during the last seven years for at least 3 sq Km or above.

Details of work underway or contractually committed; and the name and address of clients who may be contacted for further information on those contracts.

b. The Bidders would give a declaration that they have not been banned or de-listed or black-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.

3.3 (i) The Bidder has to qualify in respect of drilling capability, which shall be assessed as follows:

(a) The Bidder’s rigs proposed to be deployed in the block shall have to have depth capacity suitable to meet envisaged depths of boreholes in the block.

(b) The total drilling capacity of all the rigs found eligible as per above criteria shall be worked out as follows:

\[
\text{Drilling capacity (m) } = P x [(N1 \times T1) + (N2 \times T2) + (N3 \times T3)]
\]

Where,

- \(P\) = Monthly drill productivity as declared by the Bidder and supported by his past performance (with verifiable proof)
- \(N1\) = No. of rigs owned by the Bidder
- \(N2\) = No. of rigs proposed to be taken on lease by the Bidder (as per firm lease agreement with documentary proof of lease)
- \(N3\) = No. of rigs proposed to be purchased by the Bidder (as per firm order or commitment of supplier)
- \(T1\) = No. of months for which \(N1\) rigs are proposed to be deployed by the Bidder
- \(T2\) = No. of months for which \(N2\) rigs are proposed to be deployed by the Bidder
- \(T3\) = No. of months for which \(N3\) rigs are proposed to be deployed by the Bidder

\(N1 + N2\) should be at least 50% of the total number of rigs proposed to be deployed by the Bidder.

(ii) The drilling capacity of the Bidder so arrived at should be equal to or in excess of the meterage for which the Bidder has submitted his Bid.

(iii) Average annual financial turnover in detailed exploration during last 3 (three) years, ending 31st March of the previous financial year should be at least INR 5 Crores.

(iv) Evidence of possessing INR 1.5 Crores working capital inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

3.4 Sub contractors’ experience and resources will be taken into account in determining the Bidders’ compliance with qualifying criteria in their respective fields.

3.5 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

3.6 The bidder participating in this detailed exploration e-tender would also be eligible to participate in forthcoming e-tender of HPGCL for selection of Mine Developer & Operator (MDO) for this coal block.

4.0 ONE TENDER PER BIDDER

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 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 TENDERING

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

6.0 BLOCK VISIT

6.1 The Bidder should preferably visit and examine the exploration block and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of work. However, the bidder has to bear the cost of visit and risk factor, if any.

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


7.0 CONTENTS OF THE TENDER SPECIFICATION DOCUMENT

The set of Tender documents comprise the documents listed in the table below and addenda issued in accordance with Clause 9.0.

VOLUME - I
Notice Inviting Bid;
Section 1 Instructions to Bidders;
Section 2 Forms of Bid and Qualification Information;
Section 3 General Terms & Conditions;
Section 4 Scope of work;
Section 5 Form of Biding the price;
Section 6 Performance Bank Guarantee Format
Section 7 Contract Agreement Form;
Section 8 Integrity Pact

VOLUME – II
Technical Document

8.0 CLARIFICATION ON TENDER SPECIFICATION DOCUMENT

The bidder may seek clarification on-line within the period specified for this purpose. However, the management will clarify as far as possible the relevant queries only.

9.0 AMENDMENT OF TENDER SPECIFICATION DOCUMENT

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

9.2 Any addendum thus issued shall be part of the Biding documents and shall be communicated in writing or by cable to all purchasers of the Biding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to HPGCL.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, HPGCL 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 Biding document.

10.0 LANGUAGE OF TENDER

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

11.0 DOCUMENTS COMPRISING THE BID

11.1 The Bid, comprising of two parts, will be submitted by the Bidder as follows:

a. Part I of the Bid comprising of:
Bid security/earnest money deposit and cost of Tender Specification Document,

(ii) **Letter of Bid** in the form as stipulated in Section – 2 of the Tender Specification Document and

(iii) Qualification information as indicated in the Tender Specification Document and Documents as required in accordance with stipulations of Tender Specification Document and any other materials required to be completed and submitted on-line by Bidder in accordance with these instructions.

b. **Part II** of the Bid, the Price Bid, containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Part-II.

c. All bids are to be submitted on-line on the website **https://haryanaeprocurement.gov.in**. No bid shall be accepted off-line.

12.0 TENDER PRICES

12.1 The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the Priced Bill of Quantities submitted by the Bidder.

12.2 The Price Bid will be Item wise as per BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price Bid of the bidder will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the 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.

   However, any reduction of cost on account of Govt. notification for duties or levies shall be recovered from the bills 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 of the Biding document.

12.5 The Bidder is to ascertain existence of any Force Majeure Condition at the place of operation of the Bids and will categorically specify them in his Bid stating whether they have been taken in consideration in their quotation.

13.0 CURRENCIES OF BID AND PAYMENT

The unit rates and prices to be quoted by the Bidder in INR

14.0 TENDER VALIDITY

14.1 The bid shall remain valid for a period not less than one hundred and twenty days after the deadline for Bid submission specified in Clause 18.0. A Bid valid for a shorter period shall be rejected by HPGCL.

14.2 In exceptional circumstances, prior to expiry of the original validity period, HPGCL may request for extension of the period of validity for a specified 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 15.0 in all respects.

15.0 BID SECURITY / EARNEST MONEY DEPOSIT

15.1 Bidder shall furnish **INR 10,15,000 only** as Earnest Money/ Bid Security online along with the bid. 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.

15.2 Any Bid not accompanied by an acceptable Bid Security/ EMD shall be rejected by HPGCL as non-responsive.
15.3 The Bid Security/EMD of the unsuccessful Bidder shall become refundable. The unsuccessful Bidder for this purpose means the Bidders who have not qualified for opening of Part-II (Price Bid) and those who have not emerged as L1 Bidder after opening of the Price Bid.

15.4 The Bid Security/Earnest Money shall be forfeited if:

(a) the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or

(b) in any successful Bidder fails to fulfill the following conditions within the stipulated time limit:
   (i) sign the Agreement; and or
   (ii) furnish the required Performance Security/Security Deposit.

(c) the Bidder does not accept the correction of the Bid price pursuant to clause 25.0 of ITB.

15.5 The Bid Security/EMD deposited with HPGCL will not carry any interest.

16.0 FORMAT AND SIGNING OF TENDER

16.1 The Bidder shall prepare the Biding documents comprising the Bid as described in Clause 11.0 of this instruction to Bidders.

16.2 All documents of the Bid shall be prepared and signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.2(a).

16.3 The Bid documents shall contain no alterations, or additions, except those to comply with instructions issued by HPGCL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons authorized to sign on behalf of the bidder.

17.0 SUBMISSION OF TENDERS

17.1 All bids are to be submitted on-line on the website https://haryanaeprocurement.gov.in. No bid shall be accepted off-line.

18.0 DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids must be submitted on-line on the website https://haryanaeprocurement.gov.in prior to deadline fixed in NIT.

18.2 HPGCL may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of HPGCL and the Bidders previously subject to original deadline will then be subjected to the new deadline.

19.0 LATE TENDERS

19.1 The system shall not accept bid after deadline in any circumstances.

20.0 MODIFICATION AND WITHDRAWAL OF BID

20.1 Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. The bidder may withdraw his bid on-line within the end date of bid submission and his EMD will be refunded.

20.2 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Tender Specification Document or as extended pursuant to Sub-Clause 14.2 shall result in the forfeiture of the Bid Security pursuant to Clause 15.0.
21.0 TENDER OPENING

21.1 After receipt of “Application fee” & “EMD” as stated in clause No. 15.0 of Section-1 of NIT-cum-Tender Specification Document, the Technical-bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). Thereafter, the Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with Eligibility Criteria defined in section-1 of NIT-CUM-TENDER SPECIFICATION DOCUMENT. This on-line evaluation will be validated by HPGCL.

21.2 After evaluation of Technical-bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

21.3 The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

21.4 After opening of Price-bid on-line, the L-1 bidder will have to produce the original documents (in case of PAN Card and Memorandum & Article of Association, self certified photocopy may be accepted in place of original) as enlisted in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, in support of the information/declarations furnished by bidder on-line, including original Affidavit as per the format specified in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, for verification by Tender Committee, along with one set of self certified photocopy of documents, on any working day within 10 (ten) days of opening of price-bid (10 days to be counted from the next day of opening of price-bid).

22.0 PROCESS TO BE CONFIDENTIAL

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 processing of Bids or award decisions shall result in the rejection of his Bid.

23.0 CLARIFICATION OF TENDER

HPGCL may, at HPGCL’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including additional documents/breakups of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile.

24.0 EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

24.1 Technical-bid shall be evaluated by the committee constituted by HPGCL for said purpose based on the information furnished by bidders on-line in accordance with Eligibility Criteria defined in section-1 of NIT-CUM-TENDER SPECIFICATION DOCUMENT. The committee will determine whether each Bid:

   a. meets the eligibility criteria defined in Clause 3.0;
   b. has been properly signed;
   c. is accompanied by the required securities; and
   d. is substantially responsive to the requirements of the Biding documents.

24.2 A responsive Bid is one which conforms to all the terms, conditions & specifications of the Biding 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 works;
   b. which limits in any substantial way, inconsistent with the Biding documents, HPGCL’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 responsive, it may be rejected by the committee
25.0 EVALUATION AND COMPARISON OF BIDS

25.1 The bidder who has quoted lowest overall prices will be considered as L-1 Bidder.

25.2 Price negotiation could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 & L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.

25.3 On account of uncertainties involved in coal exploration due to the nature of the deposits, it is not possible to precisely estimate the quantities. Therefore, the quantities specified for the block are approximate and there can be variations on either side. The evaluation, however, shall be done on the basis of quantities specified for the block and the rates quoted by the Bidder for the quantities indicated against each activity.

26.0 AWARD CRITERIA

26.1 Subject to Clause 27.0, the Contract shall be awarded to the lowest evaluated Bid Price

27.0 HPGCL’S RIGHT TO ACCEPT OR REJECT ANY BID

It is not obligatory for HPGCL to award work to the lowest Bidder in all cases.

28.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

28.1 The Bidder, whose Bid has been accepted, will be notified of the award by HPGCL prior to expiration of the Bid validity period by e-mail or facsimile or registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that HPGCL will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called “the Contract Price”).

28.2 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 30.0.

28.3 The Agreement will incorporate all agreements between HPGCL and the successful Bidder within 21 days following the notification of award along with the letter of Acceptance.

29.0 PERFORMANCE SECURITY / SECURITY DEPOSIT

29.1 Security Deposit shall consist of two parts;
   a) Performance Security in the form of BG to be submitted by the Bidder at award of work before signing of the agreement and
   b) Retention Money to be deducted @ 10% from running bills.

The security deposit shall bear no interest.

29.2 Performance Security shall be 5% of value of contract amount and shall be submitted within 30 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 Tender Specification Document

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.

29.3 Retention Money shall be deducted at 10% from running bills.

29.4 EMD, performance security (5%) and retention money(10%) shall be released after successful execution of the contract and acceptance of Final Geological Report.
30.0 EMPLOYMENT OF LOCAL LABOUR

Bidders are to employ, to the extent possible, only local project affected people. All the recruitments and payment of wages should comply with the Labour Laws of Govt. of India/State Govt., as applicable.

31.0 LEGAL JURISDICTION

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 Distt Court, Panchkula only.

32.0 SUB-CONTRACTOR / SUB-VENDOR

32.1 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 Designated Project Coordinator (PRCO) of HPGCL i.e Chief Engineer Fuel-cum-Operation, HPGCL, Panchkula for approval well in advance so as not to impede the progress of work. Such approval of the Designated PRCO will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

32.2 Any Bidder who has been unsuccessful for any of the blocks against this tender shall not be permitted to work as a sub-contractor for any other successful Bidder for job covered under the scope of work of this tender. Any direct/indirect attempt to violate this provision may lead to cancellation of the contract and imposition of penalty on the successful Bidder/contractor as per the rules applicable for this contract.

33.0 TENDER SPECIFICATION DOCUMENT IN THE WEBSITE

33.1 The bidder will download NIT-cum-Tender Specification Document from the website https://haryanaeprocurement.gov.in / http://hpgcl.org.in to know the necessary details, terms and conditions of the tender.

33.2 Submission of on-line bid would mean that the bidder has downloaded the NIT-cum-Tender Specification Document and has read it carefully and accepts all the terms and conditions contained therein.

34.0 PASSPORT & VISA

The successful bidder shall have to submit photocopies of Passports and Visas of his overseas personnel/experts engaged to execute/supervise the awarded job.

35.0 INTEGRITY PACT

All Bidders shall have to sign the Integrity Pact provided in Section-8 and submit the signed document along with Part-I of the offer, failing which their offer will not be considered and their price bid will not be opened.

36.0 OTHER REQUIREMENTS

Bidder will submit

a. Major items of equipments and software(s) proposed to carry out the Contract;
b. Qualifications and experience of key site management and technical personnel proposed for the contract (refer Sr. No. 13 of Qualification Information under Section-2);
c. Authority to seek references from the Bidder’s bankers;
d. Prior approval in writing of HPGCL shall be obtained before any change is made in the constitution of the contracting agency otherwise it shall be treated as breach of contract.

e. Proposal for subcontracting components of the works amounting to more than 10 percent of the Contract Price.
f. Permanent Income Tax Account No (PAN)
g. Two or three companies/contractors participating in the Tender 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.

[Note: The intending Bidder will have to submit a declaration and supporting valid documents 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 Tender Specification Document.]
SECTION – 2

FORMS OF TENDER AND QUALIFICATION INFORMATION

To
Chief Engineer Fuel-cum-Operation,
HPGCL, C-7, Urja Bhawan,
Sector-6, Panchkula -134109 (Haryana)
India

Subject: LETTER OF BID

Ref.: TENDER for DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Biding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to INR 10,15,000 only as stipulated in Clause 15.0 of the Instructions to Bidders has been deposited online.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept our offer, lowest or otherwise.

We hereby confirm that this Bid complies with the Bid validity and 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 Tender Specification Document.

Yours faithfully,

Authorised Signature: ____________________

Name and Title of the Signatory: __________

Name of the Bidder: _______________ (the Contractor)

Address: ____________________________

Date: __________

Ends;

i) ________________
ii) ________________
iii) ________________
iv) ________________
v) ________________
vi) ________________
vii) ________________
viii) ________________
QUALIFICATION INFORMATION

Declaration by the Bidder:

i. Our bid (including enclosures) contains ........ pages, which have been serially numbered from Page 1 to Page ...........

ii. "List of Contents" and "List of Enclosures" have been provided to locate the information and enclosures.

iii. If contradicting statements are found in our bid, HPGCL is free to consider the one, which is disadvantageous to us.

1 Constitution or Legal status of Bidder (attach copy)

Name of the Bidding Company: ____________________________

Ownership status (whether proprietorship, partnership or company) ____________________________

(enclose attested copy of partnership deed, Articles of Association etc. as the case may be)

Place of registration: ____________________________

(Enclose attested copy of valid certificate of registration)

Principal place of business: ____________________________

Power of Attorney of signatory of Bid: (attach written power of attorney of signatory of the bid to commit the bidder)

2. Details of the turnover during last 3 (three) Financial Years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover in INR</th>
<th>Copy of the document enclosed*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td></td>
<td>YES/NO</td>
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<tr>
<td>2014-15</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

* audited balance sheet and Income Tax Return

3. Joint Venture details:

<table>
<thead>
<tr>
<th>Name of all partners of a joint venture*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lead partner</td>
</tr>
<tr>
<td>2. Partner</td>
</tr>
</tbody>
</table>

* Valid JV agreement/MOU to be enclosed

NOTES: Joint ventures must comply the following requirements:

i) The qualifying criteria parameter e.g. experience, financial resources etc. of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in Para 3.0 ITB (of Instruction to Bidder) as qualification criteria

ii) The lead partner shall meet not less than 50% of the qualifying criteria in respect of drilling.

iii) The formation of joint venture or change in the joint venture character/ partners after submission of the Bid and any change in the Biding regarding joint venture will not be permitted.

iv) 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.

v) 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 or 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.
vi) 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.

vii) 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, which should be submitted with the bid.

viii) 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 as the nodal agency for the bidder.

ix) The contract agreement should be signed jointly by each Joint Venture Partners.

x) An entity can be a partner in only one Joint Venture. Bids submitted by Joint Ventures including the same entity as partner will be rejected.

xi) The JV agreement shall 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.

4. Details of experience in detailed exploration in last 7 (seven) Years:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Brief Job Title &amp; Mineral Explored</th>
<th>Month and Year of Start and Closure</th>
<th>Total duration (Months)</th>
<th>Total value of job (INR millions)</th>
<th>Year wise breakup of Job value (INR millions)</th>
<th>Job Description</th>
<th>Total Drilling &amp; (Depth Range) (m)</th>
<th>No. of BHs Drilled</th>
<th>Av. monthly drill productivity (m)</th>
<th>Geophysical Survey</th>
<th>Client's Name &amp; Address etc</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. JOBS COMPLETED*</td>
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<td>Yes / No</td>
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<tr>
<td>B. JOBS IN PROGRESS (TO BE COMPLETED WITHIN NEXT 36 MONTHS)*</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td>2</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td>3</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td>5</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td>6</td>
<td>Yes / No</td>
<td>Yes / No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case of job (completed and under progress) executed as a joint venture partner, bidder is required to indicate item-wise share in the Job duly certified by all the JV partners for assessment of experience, financial turnover, etc.

*Attach copies of Work Orders, Satisfactory Completion Certificate, and Receipts of Payment of Service Tax, whichever are applicable.

5. Subcontractors proposed to be involved:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Part/Section of work</th>
<th>Approximate value of subcontract</th>
<th>Sub-contractor (Name &amp; Address)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. (i) Information of turnover in Detailed Coal exploration

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Total value of jobs (in INR millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
</tr>
</tbody>
</table>

Average annual turnover in detailed exploration during last 3 F.Y.

(ii) Information on Bid Capacity.

a. Total value of work executed in last five Years (year wise):

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Total value of jobs (in INR millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td></td>
</tr>
<tr>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
</tr>
</tbody>
</table>

b. Details of existing commitments and ongoing works (indicating job quantum and resource deployment).

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Job Details</th>
<th>Total value of job (in INR millions)*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Value of jobs to be completed in next 36 months

* to be evaluated to current level taking into account all the jobs completed as well as in progress.

c. Details of Works for which Bids already submitted (indicating job quantum and resource deployment).

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of bid</th>
<th>Job quantum</th>
<th>Resource to be deployed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the jobs cash flow.

(Certificate of solvency/access to lines of credit and availability of other financial resources to be submitted and the following format to be filled up)

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net current Asset as per audited Balance Sheet of 2010-11.</td>
<td></td>
</tr>
<tr>
<td>2. as per Solvency Certificate</td>
<td></td>
</tr>
<tr>
<td>3. as per line of credit</td>
<td></td>
</tr>
</tbody>
</table>

8. Details of the bankers:

<table>
<thead>
<tr>
<th>Name of the banker</th>
<th>Address of the banker</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact.s name and title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>Telex/ Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
9a. Details of the major equipments (total) owned/leased by the bidder for the work:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Application Type</th>
<th>Nos.</th>
<th>Type</th>
<th>Capacity &amp; Productivity</th>
<th>Make &amp; Model</th>
<th>Age</th>
<th>Owned/Leased</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rig for Coring Drilling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Refer Clause 6.1 of Section-4</td>
</tr>
</tbody>
</table>
| 2       | (a) Multi-probe geophysical logging Unit  
(b) Equipments for Magnetic & Resistivity Survey |      |                    |                         |              |     |              | Refer Clause 6.18 of Section-4 High Precision equipments only |
| 3       | Survey equipment                    |      |                    |                         |              |     |              | EIS/GPS/TLTM Refer Clause 6.23 of Section-4 |
| 4       | Geological modeling software        |      |                    |                         |              |     |              |                                             |
| 5       | Computer(s)                         |      |                    |                         |              |     |              |                                             |

9b. Details of the specific major equipments proposed to be deployed in the block:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Application Type</th>
<th>Nos.</th>
<th>Type</th>
<th>Capacity &amp; Productivity</th>
<th>Make &amp; Model</th>
<th>Age</th>
<th>Owned/Leased</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rig for Coring Drilling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Refer Clause 6.1 of Section-4</td>
</tr>
</tbody>
</table>
| 2       | (a) Multi-probe geophysical logging Unit  
(b) Equipments for Magnetic & Resistivity Survey |      |                    |                         |              |     |              | Refer Clause 6.18 of Section-4 High Precision equipments only |
| 3       | Survey equipment                    |      |                    |                         |              |     |              | EIS/GPS/TLTM Refer Clause 6.23 of Section-4 |
| 4       | Geological modeling software        |      |                    |                         |              |     |              |                                             |
| 5       | Computer(s)                         |      |                    |                         |              |     |              |                                             |

*Sub-contractor’s equipments to be shown for those items only against which sub-contracting by bidder is permitted (refer second para of Clause 2.2 of section-1)

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

<table>
<thead>
<tr>
<th>Equipment to be purchased new – type and capacity*</th>
<th>Make and Model</th>
<th>Delivery Period</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Documentary evidence to be enclosed in support of claim to be enclosed

11. The Bidder should provide full details of his unit/equipment and maintenance facilities together with the full details of personnel.

13. (a) Technical Resources of the bidder: List of technical personnel on roll with the Bidder with their qualification and experiences in following format:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Specialization Type</th>
<th>Level</th>
<th>No. on Roll</th>
<th>Qualification</th>
<th>Experience (in yrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Geologists*</td>
<td>Supervisory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>Drilling Engineers</td>
<td>Supervisory</td>
<td></td>
<td></td>
<td>Site-in-charge</td>
</tr>
<tr>
<td>III.</td>
<td>Surveyors</td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Geophysicists</td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* In case the bidder itself has not prepared GR but has experienced Supervisory Level Geologists on its roll, certificate in support of their experience in GR preparation issued by their earlier employer or client OR an affidavit in support of their experience is to be enclosed.

(b) Technical Resources of the sub-contractor(s): List of technical personnel on roll with the sub-contractor with their qualification and experiences in following format:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Specialization Type</th>
<th>Level</th>
<th>No. on Roll</th>
<th>Qualification</th>
<th>Experience (in yrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Geologists</td>
<td>Supervisory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>Surveyors</td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>Geophysicists</td>
<td>Execution</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* In case the bidder itself has not prepared GR but has experienced Supervisory Level Geologists on its roll, certificate in support of their experience in GR preparation issued by their earlier employer or client OR an affidavit in support of their experience is to be enclosed.

14. Details of Earnest Money/Bid Security:

Details of Amount: INR 10,15,000 only

15. OTHER DETAILS

(a) Details of registration/ enlistment with Government organisations/ Indian PSEs/ Subsidiaries of Coal India.
(b) Certificate of registration as per statutory requirements under Sales Tax, Contract Labour Laws etc. as may be applicable

16. Acceptance by the Bidder of conditions of contract as per Tender Specification Documents (attach signed copies of the Tender Specification Document issued to them along with the tender as proof of acceptance).

Signature of the Bidder

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

On Non-Judicial Stamp Paper (value as applicable in the State where the affidavit is executed)

I, ....................................., Authorized Partner/Legal Attorney/ Accredited Representative ............................., solemnly declare that:

1. We are submitting our on-line Bid for DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA. This is with reference to Notice Inviting Tender No. 4 /HPGCL/CE/Fuel-222/Vol.II Dated 12.04.2017.

2. None of the Partners of our firm is relative of employee of Haryana Power Generation Corporation Limited (HPGCL).

3. We have requisite qualification as defined in clauses 3.2 b (ii) and 3.2 c of Section-1 (Instruction to Bidders) of Tender Specification Document of the block.

4. Details of work (total and financial year wise value of jobs, average monthly drill productivity, etc.) underway or contractually committed; and the name and address of clients declared by us at Sr. No. 4 of Section-2 (Qualification Information) of the Tender Document are correct and, hereby, vouched by us. We agree to produce original copies of work orders and satisfactory completion certificates for inspection if demanded by HPGCL any time during course of evaluation of bid or during execution of work.

5. All information in respect of equipments in our possession/leased/ordered as given at Sr. No. 9a & 10 of Section-2 (Qualification Information) of the Tender Document are correct and , hereby, vouched by us.

6. All information in respect of number, capacity and productivity of the rigs declared by us at Sr. No. 9b of Section-2 (Qualification Information) of the Tender Document are correct and , hereby, vouched by us and our drilling capacity works out equal to or in excess of meterage of the block.

   The share of the lead partner of our JV viz. M/s ……………… in the drilling capacity is not less than 50% of the meterage of the block (to be given only in case of bid by a JV).

7. Our average annual financial turnover in detailed exploration during last 3 (three) years, ending 31st March of the previous financial year is INR …………… which is equal to / in excess of limit set in Clause 3.3 (iii) of Section-1 of the Tender Document.

8. We declare to possess INR …………… as working capital (inclusive of access to lines of credit and availability of other financial resources) which is equal to / in excess of limit set in Clause 3.3 (iv) of Section-1 of the Tender Document.

9. Our available bid capacity for the block is equal to / in excess of estimated value of job as given in Tender Document.

10. The number of the key professional declared on roll with the company shall continue with the company for the total duration of the contract. In case of attrition, such professional shall be replaced by equally experienced professionals with the consent of HPGCL.

11. After opening of Price-bid on-line, if we emerge as L-1 bidder, we agree to produce the original documents (In case of PAN Card and Memorandum & Article of Association, self certified photocopy may be accepted in place of original) as enlisted in the NIT-CUM-TENDER SPECIFICATION DOCUMENT, in support of the information/declarations furnished by us on-line, including original Affidavit, for verification by Tender Committee, along with one set of self certified photocopy of documents, on any working day within 10 (ten) days of opening of price-bid (10 days to be counted from the next day of opening of price-bid), failing which and also in the event any information or declaration submitted by us above and in Section-2 (Qualification Information) of the Tender Document is found to be false/ incorrect at any time, HPGCL may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ de listing of our firm and all partners of the firm etc.

Dated ..........................  
Signature of the Bidder
**CHECKLIST**

(Bidder is required to submit this check list duly signed with the bid)

1. Checklist on "Submission of Bid"

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Reference</th>
<th>Check</th>
<th>Select</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clause 17.0 of Section-1</td>
<td>Bid has been prepared in two parts i.e. &quot;PART 1 - TECHNICAL BID&quot; and &quot;PART 2 - PRICE BID&quot;.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2</td>
<td>NIT and Clause 11.1 and Clause 15.0 of Section-1</td>
<td>Earnest Money Deposit online with Part-1.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>NIT</td>
<td>NIT number and name and address of bidder have been marked on every page.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4</td>
<td>NIT</td>
<td>Each page duly signed and sealed has been furnished with Part-1.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>NIT</td>
<td>Rates offered in Part II are valid for at least 120 days from the date of opening of Part I of the Bid.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6</td>
<td>Qualification Information (Section-2)</td>
<td>Pages of Part-1 of the bid have been numbered and &quot;List of Contents&quot; and &quot;List of Enclosures&quot; provided.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

2. Checklist on "Bank Guarantee":

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Reference</th>
<th>Check</th>
<th>Select</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Section-6</td>
<td>BG format for performance provided in tender document is acceptable. Bank Guarantee will be submitted by the firm within 30 days of issuance of LOI / Work Order.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

3. Checklist on "Qualification of the Bidder"

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Reference</th>
<th>Check</th>
<th>Select</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Clause 3.1 of Section-1</td>
<td>Scheme of exploration has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9</td>
<td>Clause 3.2 (a) of Section-1</td>
<td>Copies of original documents defining the constitution or legal status, place of registration, and principal place of business have been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Duly executed (signed, sealed and witnessed) Joint Venture Agreement has been furnished.</td>
<td>Yes/No/NA</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Written power of attorney of signatory of the Bid to commit the Bidder has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>12</td>
<td>Clause 3.2 b (i) of Section-1 and Sr. No. 6 (ii) (a) of Qualification Information (Section-2)</td>
<td>Total monetary value of work performed for each of the last five years has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>13</td>
<td>Clause 3.2 (b) (ii) and (c) (i), (ii) &amp; (iii) of Section-1 and Sr. No. 4 of Qualification Information (Section-2)</td>
<td>Details of jobs (completed and under progress) in the field of detailed exploration have been furnished..</td>
<td>Yes/No</td>
</tr>
<tr>
<td>14</td>
<td>Clause 3.2 (d) of Section-1 and Sr. No. 9 b &amp; 10 of Qualification Information (Section-2)</td>
<td>Major items of equipments and software(s) proposed to be deployed for the job have been declared.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>15</td>
<td>Clause 3.2 (e) of Section-1 and Sr. No. 13 (a) of Qualification Information (Section-2)</td>
<td>Qualification and experience of key site management and technical personnel proposed to be engaged for execution of the contract has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>16</td>
<td>Clause 3.2 (f) of Section-1</td>
<td>Certificate(s) of solvency/access to lines of credit and availability of other financial resources has/have been furnished and such certificate(s) is / are dated within three months before the date of tender opening.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>17</td>
<td>Clause 3.2 (g) of Section-1</td>
<td>Authority to seek references from the bankers has been provided.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Sr. No</td>
<td>Clause/Section  Reference</td>
<td>Description</td>
<td>Yes/No/NA</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td>18</td>
<td>Clause 3.2 (i) and Clause 3.4 of Section-1</td>
<td>Copy(ies) of valid (duly signed, sealed and witnessed) agreement(s)/ MOU(s) with the proposed sub-contractor(s), if any, have been provided.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>19</td>
<td>Clause 3.2 (j) of Section-1</td>
<td>Copy(ies) of original document(s) defining the constitution or legal status, place of registration, and principal place of business of the sub-contractor(s) has been enclosed.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>20</td>
<td>Clause 3.2 (k) of Section-1</td>
<td>Permanent Income Tax Account No (PAN) of bidder has been provided.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>21</td>
<td>Clause 3.3 (i) of Section-1</td>
<td>Declaration has been given that bidder / no JV partner has not been banned or de-listed or black-listed by any Govt. or Quasi-Govt. Agencies or PSU’s.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>22</td>
<td>Clause 3.3 (j) of Section-1</td>
<td>Only firm commitment (no range) in respect of deployment of drills (owned/leased/to be procured), drill wise productivity and depth capacity of drills has been given.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>23</td>
<td>Sr. No. 3 of Qualification Information (Section-2)</td>
<td>Share of declared lead partner is not less than 50% (In case the bid is under JV).</td>
<td>Yes/No/NA</td>
</tr>
<tr>
<td>24</td>
<td>Clause 3.3 (iii) &amp; Sr. No. 6 (i) of Qualification Information (Section-2)</td>
<td>Annual financial turnover in detailed exploration during last 3 (three) years has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>25</td>
<td>Clause 3.3 (iv) &amp; Sr. No. 7 of Qualification Information (Section-2)</td>
<td>Audited balance sheet, solvency certificates, etc. have been furnished in support of working capital available.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>26</td>
<td>Clause 35 Of Section-1</td>
<td>Duly executed (signed, sealed and witnessed) Integrity Pact has been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>27</td>
<td>Sr. No. 9a of Qualification Information (Section-2)</td>
<td>Lease documents for the leased rigs, proposed to be deployed for the job, have been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>28</td>
<td>Sr. No. 10 of Qualification Information (Section-2)</td>
<td>Copies of the commitment of the supplier or firm order placed in respect of drills proposed to be procured for the job have been furnished.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>29</td>
<td>Format of Affidavit provided under Qualification Information (Section-2)</td>
<td>The affidavit as per format provided in Tender Document has been furnished.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
SECTION – 3

GENERAL TERMS AND CONDITIONS

1.0  DEFINITIONS

i.  The word "Company" or "Employer" or "Owner" or "HPGCL" wherever occurs in the conditions, means the Haryana Power Generation Corporation Limited Managing Director or his authorised representative or any other officer specially deputed for the purpose.

ii.  The word "contractor" wherever occurs means the successful Bidder who has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iii.  "The Site" shall mean the site of the contract work viz. DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, (6 Sq Km) BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA

iv.  The term "subcontractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.

v.  '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.

vi.  A 'Day 'shall mean a day of 24 hours from midnight to midnight.

vii.  The word "PRCO" or “Designated Project Coordinator” or “Project Coordinator” wherever occurs in the conditions, means Chief Engineer Fuel-cum-Operation of the Haryana Power Generation Corporation Limited who will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Designated PRCO may further appoint his representatives i.e. another person/executive and 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, overall responsibility, as far as the contract is concerned will be that of the Designated PRCO.

viii.  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.

ix.  The 'works' 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 PRCO, become necessary during the progress of the works to enhance the reliability of exploration.

x.  'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xi.  'Contract price' shall mean the total sum arrived at, based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Tender Specification Documents as accepted by the company with or without any alteration as the case may be.

xii.  'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer 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.

xiii.  "Drawings"/"Plans" shall mean all:
(a) drawings/plans furnished by the owner with the Tender Specification Document, if any, as a basis for proposals,
(b) working drawings/plans furnished by the Owner after issue of letter of acceptance of the tender to start the work,
(c) subsequent working drawings/plans furnished by the owner in phases during progress of the work, and
(d) drawings/plans, if any, submitted by the contractor and duly approved by the owner.

xiv.  "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
(a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
(b) Indian Electricity Act and Rules and Regulations made thereunder.
(c) Indian Explosive Act and Rules and Regulations made thereunder.
(d) Indian Petroleum Act and Rules and Regulations made thereunder.
(e) Indian Mines Act and Rules and Regulations made thereunder.
(f) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2.0  CONTRACT AGREEMENT

Firm shall enter into a Contract Agreement in two copies in a prescribed format (Annex-I) with HPGCL within 30 days from the date of issue of the work order on Non Judicial Stamp paper of Rs.100 or as per stamp duty applicable in state of Haryana. Such agreement shall be executed and signed by the competent authority of the firm on each page thereof. The original
agreement shall be executed on stamp paper and the stamp duty is to be borne by the firm. The second copy may be executed on simple paper. Second copy of the executed agreement duly signed by the order placing authority shall be sent to the firm for his reference. The contract documents shall include the following:

A. Contract Agreement.
B. Tender documents.
C. Quotation of the bidder.
D. Correspondences exchanged between HPGCL and firm.
E. Letter of Acceptance / work order.

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 furnish two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work.

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 JURISDICTION OF COURTS:- 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 at Panchkula (Haryana) Court only.

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF

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

a. Description in schedule of quantities
b. Particular specification and special conditions, if any
c. Drawings / work programme / agreement
d. General specification

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 therefrom, 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 forwards 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 Bidder 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 Firm has to submit security deposit (EMD, BG, Retention money) as per provision at clause no. 29 of Section 1.

5.0 DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING

The quantities given in the 'Price Bid Format' are provisional and are meant to indicate the approximate extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission by Company shall not vitiate the contract.

5.1 The company through its PRCO 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 approved exploration scheme 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 PRCO 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 agree 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 PRCO 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 rates 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 Specification Documents, 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 PRCO as may be considered reasonable taking into 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.

However, the PRCO shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such 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 Quantities are likely to vary by (+/-) 30% due to element of surprises inbuilt in any sub-surface exploration such as (i) variation in expected depth of occurrence of target/potential seam, (ii) areal variation in potentiality of the seams requiring curtailment/enhancement/variation in geographical extent of the block, (iii) variation in number/density of boreholes on account of complexity of the structural setup revealed in course of exploration, etc. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision. The duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities.

5.4 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 PRCO.

5.5 The company through its PRCO 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 instruction given by the PRCO. No claim for omitting the part of the work or extra charges/damages shall be made by the contractor on these grounds.

5.6 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 & COMPENSATION FOR DELA Y

Immediately after the contract is concluded the PRCO and the contractor shall agree upon time and progress chart prepared on the basis of a 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. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the day of the issue of letter of acceptance/work order or handing over the site of work or handing over reasonable number of working drawings to the contractor, whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, 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 If the contractor fails to maintain 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 contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ one percent (1 %) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.
6.2.1 HPGCL, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to one percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.2.2 HPGCL, 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 HPGCL, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.3 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, HPGCL, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the EMD, performance security (5%) and retention money(10%) made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the PRCO:
   a. abnormally bad weather
   b. serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
   c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
   d. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

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 mobilisation time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the PRCO within 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 PRCO.

6.5 Provisional extension of time may also be granted by the PRCO during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above (Cl. 6.4), reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.6 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 party's agreement, expressed or implied.

In case 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 being hindered, the PRCO 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 PRCO 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.

6.7 (a) The successful Bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the 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 costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
(c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of Bid he will categorically specify them in his Bid and state whether they have been taken into consideration in their quotations.

(d) The bidder should have knowledge of area of Kalyanpur Badalpara Coal Block where detailed exploration will be carried out. No knowledge of that area will be a reason for Force Majeure.

6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company (for all the cases including where 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 Officer-in-Charge/ Designated Office-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 observations/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 & the decision to be communicated within 15 days.

7.0 SUPPLY OF MATERIALS

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

7.2 All materials, tools and plants brought to site by the contractor shall be deemed to be held in lieu by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the PRCO. The company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.

7.3 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.

7.4 All charges on account of octroi, terminal or sales tax, etc. as applicable for the materials obtained for the works from any source shall be born by the contractor.

8.0 QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP:

8.1 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 PRCO. The PRCO 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 therefrom, along with clarifications/explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with right materials and equipments 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 PRCO or by his authorised representative or any other official of higher rank or any other person authorised by the company in this behalf and the contractor shall allow the same.

9.0 MEASUREMENT AND PAYMENT

Except where any general or detailed description of the work in the 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 work/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 work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

9.2 Measurements shall be taken jointly by the PRCO (Chief Engineer/Fuel-cum-Operation) or his authorized representative and by the contractor or his authorized representative from time to time. The contractor will intimate the progress of work on daily basis, however, the completion of boreholes would be intimated by him two days in advance for carrying stage inspection.

9.3 Before taking measurements of any work, the PRCO 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 Book /Log Book and signed and dated by both the parties.

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

9.5 Payment on Account - The contractor shall submit monthly bill for the work carried out in accordance with the contract. The PRCO shall then arrange for verification of the bill with reference to the measurements taken or to be taken in presence of nominated or any other records relevant for the purpose. The payment will become due and payable by HPGCL within 30 days from the date of receipt of bill/invoice/debit note by HPGCL.

9.6 Payment on account shall be made on the PRCO certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

The advance payment, if any and 10 % towards retention money shall be recovered by adjustment from on A/c bills of the contractor. The payment excluding advance payment, if any and retention money shall be made based on the meterage drilled by the contractor during the month only when the logs of all the boreholes drilled during the month are received by HPGCL with the monthly progress report.

9.7 Any certificate given by the PRCO for the purpose of payment of monthly bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by the PRCO by any subsequent certificate or by the final certificate.

9.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, not withstanding 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 the 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 statutory tax and duties on Works Contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

10.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, 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 PRCO, 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 PRCO, then on the expiry of the period as may be specified by the PRCO 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 PRCO in a notice in writing.
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-bona fide method of competitive tendering.

or

f. transfers, sublets, assigns the entire work or any portion there-off without the prior approval in writing from the PRCO. The PRCO 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 reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 31 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 PRCO shall have powers**

a. to take possession of the site and any materials, implements, stores, etc. thereon.

b. to carry out the incomplete work by any means at the risk and cost 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 upto the time of cancellation less on a/c payments made till date and value of contractor's materials, equipment, etc., taken possession of after cancellation.

d. to recover the amount determined as above, if any, from any money due to the contractor or 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 10.1(d).

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

a) on account of 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 PRCO. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension.

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 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 EMD , performance security (5%) and retention money(10%) of the contract value.*

10.4 **Foreclosure of contract in full or in part** - 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 PRCO, 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 PRCO 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 is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may 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 pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the PRCO, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the PRCO 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. If the contractor fails 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 the provisions of the contract and that too after alternative arrangements to complete the work has been made.

11.0 DEFECT LIABILITY CERTIFICATE / COMPLETION CERTIFICATE

The contractor shall give notice of completion of work, after submission of DGR of the block, to the PRCO. The PRCO shall within 30 days from the receipt thereof, inspect the DGR and scrutinize 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 PRCO 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 Defect Liability Certificate. In the event there are no defects or the defects/deficiencies are of a minor nature and the PRCO 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 will be got rectified by HPGCL at the risk and cost of contractor under the cover available i.e. EMD, performance security (5%) and retention money (10%) and thereafter, he shall issue the Defect Liability 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 of all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean and usable.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability Certificate (Taking Over Certificate with list of defects), for such items or groups of items may be issued by the PRCO 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 PRCO shall have right to get the work done at the cost of the contractor.

12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

i. The company reserve the right to let other contractors also work in connection with the project and the contractor shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii. The contractor 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 in course of the works find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the PRCO, it shall be his/their duty to immediately inform the PRCO in writing and the PRCO 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.
iii. The contractor shall employ only competent, skillful and orderly men to do the work. The PRCO shall have the right to ask the contractor to remove from the work site any men of the contractor who in his opinion is undesirable and the contractor 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.

iv. 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, codes, 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.

The contractor 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 Government or Municipalities and other authorities in India. The contractor shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v. The contractor 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.

vi. The contractor shall furnish to the PRCO or his authorised representative with work reports from time to time regarding the contractor 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 the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, 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.

However, any reduction of cost on account of Govt. notification for duties or levies shall be recovered from the bills submitted by the Bidder.

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 shall make his/their own arrangement for all materials, tools, staff and labourers 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 shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.

xi. The work shall not be sublet to any other party, unless approved by PRCO, in writing.

xii. The contractor shall work in reserved/protected forest area as per the guidelines of the Forest Department/the Forest Protection Act. Any liability on account of violation of the provisions shall be borne by the contractor.

xiii. The contractor shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor 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 Provisions Act 1952 as the case may be.

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 labourers 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 labourers by its representatives.

xv. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified 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 rights 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 material 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 Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications 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 following insurance policies during the full contract period at his own cost:

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions 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.
b. The contractor shall ensure that the insurance policy/policies 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 the policies, and similar insurance policies are also taken by his subcontractor(s) if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
c. 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.

xvi. 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 PRCO of such discoveries and carry out the PRCO's instructions for dealing with them.

xvii. The contractor will follow the latest amendments of all mining acts as applicable and mentioned under clause no. 4 at Table 3.1 at page 37/38 of tender document.

13. RISK AND COST:- In case the contractor fails to fulfill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

14. SET OFF:- Any sum of money due and payable to the firm under the contract (including security-deposit returnable to the firm) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the firm with the HPGCL.

15. ARBITRATION:- All matters, questions, disputes, differences and / or claims arising out of and / or concerning and /or in connection and /or relating to this contract whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be nominated by Managing Director/HPGCL. The award of the Arbitrator shall be final and binding on both the parties to this contract.

16. LAWS GOVERNING CONTRACT:- The contract shall be governed by the laws of India for the time being in force. Irrespective of the place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from where the acceptance of tender has been issued.
### SECTION – 4

**SCOPE OF WORK**

1.0 **Preamble:** Haryana Power Generation Corporation Limited (HPGCL), an ISO:9001, ISO:14001 & OHSAS: 18001 CERTIFIED COMPANY, plans to take up DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA

**Location of the Block:** Refer Technical Volume (Volume-II)

**Communication:** Refer Technical Volume (Volume-II)

2.0 **General Objective:** The objective of detailed exploration in the block is to establish the lay, disposition, qualitative and quantitative deposit model of the coal seams, and prepare a geological report on the basis of available and generated surface and sub-surface data.

3.0 **Framework of work**

3.1 **Item wise Bidder’s Scope of Work:** The detailed exploration proposed to be conducted in the block includes following activities to be carried out by the successful Bidder:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Sr. No.</th>
<th>Sub-item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item-I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Preparation of exploration scheme.</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>10000 meters of vertical diamond core drilling in HQ/NQ/BQ or equivalent sizes between depth range up to 450 meters (approximate) with &gt;90% recovery in coal and &gt;80% recovery in non-coal portion; sealing of boreholes and erection of borehole pillars.</td>
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<tr>
<td>3</td>
<td></td>
<td>Topographical survey (on RF 1:4000/50000) including survey of surface features, boreholes and geophysical points and contouring at 2m interval and determination of reduced levels of boreholes.</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Detailed geological mapping (on RF 1:4000/5000) including outcrops of different lithological units/coal seams, structural details.</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Detailed drill core logging (lithological characteristics, structural features, geotechnical properties, RQD).</td>
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<tr>
<td>6</td>
<td></td>
<td>Packing and transportation of coal cores to laboratories for chemical analysis (Refer Clause 6.6).</td>
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<tr>
<td>7</td>
<td></td>
<td>Preparation of analysis advices for chemical analysis of coal cores of all boreholes covering required parameters for coking and non-coking coal (as the case may be); analysis advice to include band by band for all coal seams (100%), proximate (overall) analysis (about 50%), determination of calorific value (50%) and special tests for selected samples (10%) and petrographic studies of minimum two representative coal core samples of each potential seams and arrangement for above analysis.</td>
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<tr>
<td>8</td>
<td></td>
<td>Packing and transportation of non-coal cores of one-two borehole wherein maximum strata and coal seams have been intersected to laboratory for physico-mechanical investigation (Refer Clause 6.6).</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Analysis advice for physico-mechanical investigation for determination of (a) RQD, (b) Density (c) Porosity (d) Compressive Strength, (e) Tensile Strength (f) Cohesion (g) Angle of internal friction (h) Young’s modulus of elasticity (i) Point load test (j) Slake durability.</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Geological modeling through computer including all available geological and geophysical data of the block.</td>
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</table>

<table>
<thead>
<tr>
<th>Item-II</th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Geophysical logging of minimum 25% boreholes,</td>
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<tr>
<td>2</td>
<td></td>
<td>Magnetic Survey (60)</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Resistivity Survey (Line Kms 5)</td>
</tr>
</tbody>
</table>

**Note:** 1. The total meterage indicated is likely to vary by (+/-) 30% depending on the complexities revealed during exploration (Refer Clause 5.3 of Section-3). Actual requirement shall be assessed on the basis of Interim Geological Note.
2. Any additional data of the block provided by HPGCL shall have to be incorporated and interpreted by the bidder in the GR.

3. Bidder shall prepare Monthly Progress Report (both Hard Copy and Soft Copy) in respect of all activities as per standard format provided by HPGCL and submit to PRCO or his authorised representative for verification and certification for acceptance by HPGCL.

4. The Monthly Progress Report(s) submitted by the Bidder and accepted by the PRCO (or his authorised representative) shall be the basis of assessment of the progress of job vis-a-vis LD. This assessment shall be done at an interval of 6 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion. The progress assessed shall be compared with progress envisaged in the Progress Chart drawn by the bidder and agreed by the PRCO (refer Clause 6.0 of Section-3). While drawing the Progress Chart the bidder shall keep in view the overall schedule of completion given in Annexure-1 and need of steady and balanced progress of drilling. The progress of allied activities shall have to be commensurate to envisaged progress of drilling.

3.1.1 Geological Modeling: The Bidder shall take up geological modeling through computer including all available geological and geophysical data of the block.

3.1.2 Geological Documentation (both Hard Copy & Soft Copy)

(i) Interim Geological Note (IGN):
- Bidder shall prepare and submit two copies of IGN to HPGCL within one month after completion of 50% of the estimated drilling meterage for the block.
- The IGN shall contain the following:
  - Borehole location plan (RF 1:4000/5000)
  - Geological plan (RF 1:4000/5000)
  - Graphic and descriptive log of the completed boreholes
  - Coal seam wise geological structure
  - Representative geological cross-sections
  - Coal seam wise seam-folio plans showing iso-thickness and iso-grades lines
  - Recommendation in respect of revised estimate of exploration and scope of sub-blocking for separate GRs for HPGCL’s consideration and approval.

(ii) Draft Geological Report (DGR): Bidder shall prepare sub-block wise DGR and submit two copies to HPGCL for vetting purpose. The DGR shall comprise following:

<table>
<thead>
<tr>
<th>VOLUME - I (Text)</th>
<th>CHAPTER-1 Introduction (shall cover Location, Block Boundary, Communication, Topography, Surface Features, Climate, Previous Work, Present Investigation and Limitations, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHAPTER-2 Regional Geology (shall cover Stratigraphy, Regional Structure, Igneous Activity, broad Reserve and Quality of Coals of the coalfield)</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-3 Geology of the Block (shall cover Stratigraphy, Lithology of the Formations, Geological Structure, Igneous Activity)</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-4 Description of Coal seams (shall cover Sequence of Seams and Partings, Seam wise description of physical and chemical parameters, statistical analysis of key parameters, etc.)</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-5 Reserves (shall spell out basic assumptions and norms, methodology, grade classification, sector wise, category wise, thickness and grade wise net reserves of coal seams, overburden estimation in case coal reserve show potential for opencast mining)</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-6 Physico-mechanical Investigations (Results and Discussions)</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-7 Environmental Data (Demography, water quality analysis, soil quality, flora and fauna, land use pattern, air quality, noise level, etc.). Data is to be collected by the bidder to the extent available with statutory agencies/authorities.</td>
<td></td>
</tr>
<tr>
<td>CHAPTER-8 Discussions of Results and Conclusion</td>
<td></td>
</tr>
</tbody>
</table>

The Text Chapters will make necessary references to various plates and annexure and will contain necessary summarized tables to enhance understanding of the content.
VOLUME - II (Annexure)
Annexure – I Coordinates and RLs of boreholes
Annexure – II Borehole wise record of Deviation Survey
Annexure – III Consolidated Descriptive Lithologs of boreholes (after deviation correction)
Annexure – IV Seam Correlation Chart
Annexure – V Seam wise and borehole wise Band by Band Analytical Data of coal
Annexure – VI Seam wise details of dirt bands
Annexure – VII Seam Overall Proximate Data
Annexure – VIII Petrographic Analysis Data
Annexure – IX Washability Analysis Data
Annexure – X Ultimate Analysis and Coking Properties Data
Annexure – XI Physico-mechanical Data
Annexure – XII Coal Reserve Data

VOLUME-III (Plates)
Plate – I Location Plan
Plate - II Topographic Plan (RF 1 : 4000/5000)
Plate - III Geological Plan (RF 1 : 4000/5000)
Plate - IV Graphical Lithologs (RF 1 : 1000) []
Plate – V Floor Contour Plans of correlatable seams and splits
Plate – VI Roof Contour Plans of correlatable seams and splits
Plate – VII Number of dip and strike Geological Cross-sections (RF 1: 2000)
Plate – VIII Seam Structures of coal seams with immediate roof and seams (RF 1 : 50)
Plate – IX Seam folio plans of correlatable seams and splits
Plate – X Coal : OB Plan (RF 1 : 4000)
Plate – XI Iso-excavation Plan
Plate – XII Geophysical Logs

(iii) Final Geological Report (FGR): Bidder shall attend and incorporate in FGR all vetting comments given on the DGR and shall submit 5 copies of FGR within one month of receipt of vetting comments. Bidder shall also submit two soft copies of the FGR on CDs.

3.2 HPGCL’s Scope of Work

a) HPGCL shall arrange Prospecting License to the firm.

b) HPGCL shall scrutinize the exploration scheme, suggest and approve the borehole locations, select/approve boreholes for special tests, randomly/regularly check and verify completed and ongoing works; and decide need of geophysical logging/surface geophysical surveys, etc. by Bidder/HPGCL.

c) HPGCL shall assess the recommendations given in IGN by the Bidder in respect of revised estimate of exploration and respond within 15 days.

d) HPGCL shall scrutinize the DGR submitted by the Bidder and submit its comments/observations within 30 days which needs to be incorporated by the Bidder in FGR.

e) HPGCL shall scrutinize the FGR to verify incorporation of its comments given earlier on DGR within 15 days.

4.0 Laws governing the coal sector in India

The indicative list of laws governing the coal sector and mining operations in India is given below. As the laws and statues listed below are not exhaustive, Successful Bidder should obtain independent legal advice with regard to compliance to all applicable laws.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Acts / Rules /Regulations</th>
<th>Promulgation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Mines &amp; Minerals (Regulation &amp; Development) Act</td>
<td>1957</td>
</tr>
<tr>
<td>2</td>
<td>The Mineral Concession Rules</td>
<td>1960</td>
</tr>
<tr>
<td>3</td>
<td>The Coal Bearing Areas (Acquisition and Development) Act</td>
<td>1957</td>
</tr>
<tr>
<td>S.No</td>
<td>Acts / Rules /Regulations</td>
<td>Promulgation</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>7.</td>
<td>The Land Acquisition Act</td>
<td>1894</td>
</tr>
<tr>
<td>8.</td>
<td>Forest (Conservation) Act including Rules</td>
<td>1980</td>
</tr>
<tr>
<td>9.</td>
<td>Water (Prevention and Control of Pollution) Act including Rules</td>
<td>1974</td>
</tr>
<tr>
<td>10.</td>
<td>Air (Prevention and Control of Pollution) Act including Rules</td>
<td>1981</td>
</tr>
<tr>
<td>11.</td>
<td>Environmental (Protection) Act</td>
<td>1986</td>
</tr>
<tr>
<td>12.</td>
<td>The Mines Act</td>
<td>1952</td>
</tr>
<tr>
<td>14.</td>
<td>Coal Mines Regulations</td>
<td>1957</td>
</tr>
<tr>
<td>15.</td>
<td>The Contract Labour (Regulation and Abolition) Act</td>
<td>1970</td>
</tr>
</tbody>
</table>

In addition to the Acts / Rules /Regulations mentioned above in the table 3.1, there are acts, bye laws dealing with the use of explosives, motor vehicles, electricity, wages and remuneration etc. Another category of acts relates to marketing, distribution, sales, pricing, contracts, transportation, exports / imports of various minerals.

### 5.0 Duration of the Contract

Duration of contract shall be as follows:

<table>
<thead>
<tr>
<th>Completion of drilling &amp; associated Exploration activities (months)</th>
<th>From date of start of work in the block</th>
<th>Completion of Geol. Report (months)</th>
<th>Total Completion period (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 Months</td>
<td></td>
<td>06 Months</td>
<td>13 Months</td>
</tr>
</tbody>
</table>

Note:
(1) Zero date shall be the date of issue of work order.
(2) The work is expected to progress as per schedule drawn for different activities given at Annexure-1 to this section.

HPGCL after reviewing the recommendations given by the Bidder in IGN may, however, reduce/increase by 30% the drilling meterage at existing terms and conditions. Accordingly, the duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities (Refer Clause 5.3 of Section-3).

### 6.0 Details of Scope of Works

6.1 Bidder with his declared owned/leased drills and equipments shall carry out drilling in HQ/NQ/BQ sizes. Reduction in size of boreholes below BQ size shall not be allowed. Bidder shall mobilize within mobilization period all the rigs declared in the bid submitted against the tender of the block.

6.2 Bidder shall make efforts to obtain maximum core recovery in coal seams and non-coal strata. In no case the recovery should be less than 80% in non-coal and 90% in coal strata, except in fault zone, weathered zone, soil and structurally disturbed area.

6.3 Boreholes are desired to be vertical. Bidder will take all possible precautions and skill to maintain verticality of the boreholes.

6.4 The locations of the boreholes finalized in consultation to HPGCL shall be fixed on the ground by the Bidder.

6.5 After completion of drilling, each borehole shall be sealed (plugged) by the bidder. After sealing, the bidder shall construct and erect pillars [of standard size to be specified by HPGCL] with Borehole Number at the borehole sites at his cost.

6.6 The bidder shall be responsible for:
(i) Preservation of cores with proper depth markings at the end of every run,
(ii) Geological logging of the cores and keeping cores ready for inspection by HPGCL,
(iii) Providing strong core boxes and preserving samples therein duly wrapped in polythene,
(iv) Sending packed core boxes for chemical/physico-mechanical investigations on coal cores/borehole cores to laboratories designated by HPGCL for analysis at his cost.

In case the designated laboratory expresses its inability to undertake analysis of cores, the bidder shall be free to select an accredited laboratory to get the analysis completed within the project schedule. However, HPGCL shall reimburse the actual cost of analysis on production of certified laboratory bills. The maximum reimbursable rates shall be CIMFR rates applicable for HPGCL.

6.7 In case of lower core recovery in normal geological conditions or jamming of the boreholes before completion of depth, deviation drilling/re-drilling shall be carried out by the bidder at his own cost on the instruction of HPGCL. However, if re-drilling
is resorted to, the borehole location point shall be at the nearest possible distance from the original borehole and the bidder shall be free to do non-coring drilling up to the depth from where the coring drilling is required for generating cores with stipulated recovery.

6.8 If a borehole fails to drill up to the targeted depth due to drilling difficulties or otherwise, the bidder shall have to re-drill a fresh borehole in lieu of the abandoned borehole. However, bidder need not to drill a fresh borehole in lieu of that abandoned borehole in which more than 80% of the targeted depth has been achieved provided that number of such abandoned boreholes are within 10% of the planned number of boreholes for the block and they are scattered over the block. HPGCL shall pay for drilling against such abandoned borehole(s) up to 3 m depth beyond floor of last correlated seam.

6.9 HPGCL shall have no responsibility towards construction of approach roads to field sites, arranging the water supply for drilling, watch and ward, and safety of men and material of the Bidder.

6.10 Decision for closure of the boreholes shall be taken by the authorized representative of HPGCL or the Chief Engineer/ Fuel-cum-Operation, HPGCL, Panchkula.

6.11 Immediately after completion of work on each site, the Bidder shall at his own cost remove all equipment and unused materials; fill in and level pits and reinstate the site to its original conditions.

6.12 No extra cost shall be paid towards any “fishing” operation in connection with failure of tubular, bit etc., inside the borehole. No time extension will be provided for “fishing” operation and delay shall attract L/D clauses.

6.13 The Successful Bidder's Scope of Work shall also include all the obligations covered in various parts of “Instructions to Bidders”, “General Conditions”, “Special Conditions” and “Technical Document”.

6.14 The Scope of Work shall include bringing in and/ or procurement and/ or deployment of Bidder’s own equipment and personnel.

6.15 Site preparation, supply, transportation to site, water arrangement, lighting, etc., shall be responsibility of the successful Bidder.

6.16 The manpower deployment by the Bidder should be in conformity to the laws and regulations applicable in India. However, HPGCL will have no liability, whatsoever, with regard to the manpower provided by the selected Bidder within or after the contractual period.

6.17 The Bidder shall also submit recorded data of geophysical investigations carried out by him in digitized form.

6.18 The bidder is required to carry out multi-parametric geophysical logging in minimum 25% boreholes to verify and support the drilling data. The multi-parametric geophysical logging has to include DENSITY, GAMMA RAY, RESISTIVITY, SINGLE POINT RESISTANCE, CALIPER and DEVIATION. The surface geophysical survey shall be conducted by the bidder to the extent it is considered necessary by HPGCL.

In case HPGCL himself decides to take up geophysical logging of any borehole/and surface geophysical survey, the bidder shall have to provide access to boreholes and extend all logistic support to HPGCL for conducting the investigations and survey of profile lines at bidder's cost. The logistic support in geophysical logging would include washing of boreholes, fishing of stuck up borehole and space for logger van at the drill site. The casing provided in the borehole needs to be kept intact till completion of geophysical logging. In case of geophysical survey, the logistic support shall include physical sighting of boreholes in the block besides supply of coordinates of boreholes.

6.19 Locations of all surface features (natural & artificial) shall be surveyed by the Bidder for their three dimensional co-ordinates. Spot levels at suitable intervals shall be taken up for generating contours at specified interval for the entire area. The detailed survey for topographical mapping shall be carried out with reference to the primary order of Control Stations or by establishing secondary order of Control Stations (with reference to primary order of control station), depending upon nature and extent of the area. Any unusual condition or formation on the ground, forest area, location of rock outcrops (if visible on the surface) and springs / falls, possible aggregate deposits etc. shall also be surveyed.

6.20 Spot levels shall be taken at about every 20m interval and also at closer interval wherever abrupt change in ground elevation is found so that sufficient points properly distributed over entire area shall be located for generating contours at specified intervals.
6.21 All surface features, contours including control stations, boundary pillars, forest area existing and / or abandoned quarried etc. shall be shown on topographical plan / map by means of conventional symbols (preferably symbol of Survey of India Maps).

6.22 The field survey work shall be conducted with Total Station associated with software(s), Auto Set / Precise leveling and other required surveying equipment in the following steps.

i) Establishing horizontal and vertical controls of primary and secondary/ tertiary orders.

ii) Detailed surveying and leveling for locating all kinds of surface features (natural & man made) and contours at specified intervals.

iii) All surveying and leveling operations shall commence and close upon known control stations.

iv) All necessary precautions as per standard survey practice should be scrupulously observed to avoid various types of errors.

6.23 **Accuracy of the surveying & leveling**: Linear accuracy of triangulation / trilateration (b) should be 1:1000. Minimum accuracy of the surveying and leveling shall be as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of surveying &amp; leveling</th>
<th>Accuracy in surveying</th>
<th>Accuracy in leveling</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Angular</td>
<td>Linear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Primary order</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Traversing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Triangulation / Trilateration</td>
<td>15 second (triangles closure)</td>
<td>- (do – (discrepancy between measured &amp; computed base)</td>
<td>(+/-) 1 cm per km</td>
</tr>
<tr>
<td></td>
<td>c) Levelling for B.M. establishment</td>
<td>-</td>
<td>-</td>
<td>Where LC is the least count of the instrument and n is no. of traverse stations</td>
</tr>
<tr>
<td>2</td>
<td>Secondary order</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Traversing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Levelling for B.M. establishment</td>
<td>10√ n second</td>
<td>-</td>
<td>(+/-) 1 cm per km</td>
</tr>
</tbody>
</table>

**7.0 Other Conditions**: The Bidder who wishes to participate in the Bidding shall satisfy the availability of following minimum requirement of technical manpower on its roll or on the roll of its sub-contractors for items which have been allowed to be subcontracted in Section-1:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Specialization Type</th>
<th>Level</th>
<th>Minimum Requirement</th>
<th>Qualification</th>
<th>Experience (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Geologists</td>
<td>Supervisory</td>
<td>1</td>
<td>M. Sc./B.Tech. in Geology/Applied Geology or equivalent</td>
<td>&gt; 5 (in coal/lignite)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Execution</td>
<td>3</td>
<td>M. Sc./B.Tech. in Geology/Applied Geology or equivalent</td>
<td>&gt; 3 (in coal/lignite)</td>
</tr>
<tr>
<td>II.</td>
<td>Drilling Engineers</td>
<td>Supervisory</td>
<td>1</td>
<td>B.Sc. (Engg.) / Drilling Engg. or equivalent</td>
<td>&gt; 5 (in coal/lignite/stratified)</td>
</tr>
</tbody>
</table>
### III. Surveyor

<table>
<thead>
<tr>
<th>Site-in-charge</th>
<th>1 per two drills</th>
<th>Diploma in any Engg. or equivalent.</th>
<th>&gt; 5 deposit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>III Surveyor</td>
<td>Execution</td>
<td>2</td>
<td>Diploma/Surveyor Certificate</td>
</tr>
</tbody>
</table>

Note: *In case the bidder itself has not prepared GR but has experienced Supervisory Level Geologists on its roll, certificate in support of their experience in GR preparation issued by their earlier employer or client OR an affidavit in support of their experience is to be enclosed.

The bidder will have to nominate one "Project Coordinator" to interact with HPGCL on all issues related to execution of work and submit the weekly reports/ give his presentation to HPGCL as and when desired by PRCo or its authorized representative.

### 8.0 Statutory Rules

It is proposed that the following statutory rules and regulations be followed by the successful Bidder undertaking the detailed coal exploration:

(a) The successful Bidder should follow all statutory rules, regulations applicable laws etc. and statutory requirement related to government licenses, workmen compensation, insurance etc, including Minimum Wage Act, for their personnel. Machine operators and others, to whom the work would be allotted, should be provided safety shoes and helmets etc. by the successful Bidder. The successful Bidder is required to indemnify HPGCL from any liability falling on HPGCL due to an act of commission/omission by the successful Bidder or by its representatives or by its employees or by any third party in execution of the contract. If HPGCL is made liable for such claim by the Court or other Authority, the same should be reimbursed to HPGCL by the successful Bidder as if HPGCL has paid on their behalf.

The Successful Bidder is not required to indemnify HPGCL in the event of an act of commission/omission by HPGCL including that contributing to the injury, sickness, disease or death.

(b) During the course of execution of the work, if any accident occurs whether major or minor, the successful Bidder or his supervisory staff should inform the same immediately without any delay to the concerned authorities and take steps in accordance with the Mines Act and other relevant laws, else, it is envisaged to take necessary action against the successful Bidder or his supervisory staff for violation of the mines act and other relevant laws.

Execution of the work with contract labour is prohibited vide notification U/S 10(1) contract labour (Regulation & Abolition) Act, S.O 2063, dated 21.06.1988. So, the successful Bidder should execute the work in such a way that the above Act is not violated in any manner.

### 9.0 Accommodation, site office:

Bidder shall have to make his own arrangement for accommodation/site office/store etc. The Successful Bidder shall deploy all Supervisory & operation personnel and pay as per his norms. HPGCL shall not carry any responsibility for the personnel deployed by the Bidder.

### 10.0 Wage Payment

The successful Bidder shall make payment of minimum wages to its staff/personnel as per Contract Labour (R&A) Act 1970. The successful Bidder shall submit to HPGCL monthly return of payments made to its employees. Copies of returns towards payment of provident fund on behalf of its employees shall also be submitted to HPGCL within seven (7) days of its submission. Inadequate wages paid and other statutory dues (including provident fund) not paid to the employees in terms of minimum wages act or other statutory rules and regulations in force in India, shall be termed as breach of contract.

### 11.0 Other Obligations of Successful Bidder:

The responsibility of acquiring/hiring land required for drill sites and other allied operations as well as payment of compensation to land owners shall be the responsibility of the Bidder.
## Schedule of Activities of Coal Exploration of Kalyanpur-Badalpara Coal Block, Brahmani Coalfield (Rajmahal Group of Coalfields) Distt. Dumka, Jharkhand, India

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activities</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statutory clearances i.e. Prospecting License by HPGCL</td>
<td>1 2-7 8 9 10 11 12 13</td>
</tr>
<tr>
<td>2</td>
<td>Mobilization period &amp; setting of camp in the block by the Contractor</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Preparation &amp; submission of exploration scheme to HPGCL for approval by the Contractor</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Evaluation &amp; clearance of exploration scheme by HPGCL</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fixing of base line and boreholes on ground by Contractor</td>
<td>2-7 8 9 10 11 12 13</td>
</tr>
<tr>
<td>6</td>
<td>Commencement of drilling &amp; geological &amp; geophysical logging by Contractor</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Surface and topographical survey by Contractor</td>
<td>2-7 8 9 10 11 12 13</td>
</tr>
<tr>
<td>8</td>
<td>Packing &amp; dispatch of borehole cores to labs with analysis advice by Contractor</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Geological mapping by Contractor &amp; geophysical survey</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Geological modeling through computer by Contractor</td>
<td>2-7 8 9 10 11 12 13</td>
</tr>
<tr>
<td>11</td>
<td>Draft Geological Report Formulation by Contractor</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Vetting of Draft Geological Report</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Final Geological Report by Contractor</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1. Bidder shall prepare and submit two copies of IGN to HPGCL within one month after completion of 50% of the estimated drilling meterage for the block as per Clause 3.1.2 of Section-4.

2. The progress assessed shall be compared with progress envisaged in the Progress Chart drawn by the bidder and agreed by the PRCO (refer Clause 6.0 of Section-3). While drawing the Progress Chart the bidder shall keep in view the overall schedule of completion given in Annexure-1 and need of steady and balanced progress of drilling. The progress of allied activities shall have to be commensurate to envisaged progress of drilling.
SECTION- 5
FORM OF PRICE BID
[To be submitted in Part-II in Sealed Cover]

To,

Chief Engineer Fuel-cum-Operation
Haryana Power Generation Corporation Limited
C-7, Urja Bhawan, Sector-6, Panchkula

In compliance with your Notice Inviting Tender No. 4/HPGCL/CE/Fuel-222/Vol. II Dated 12.04.2017 to undertake DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA * as per scope of work spelled out in Tender Specification Document this price bid is hereby submitted. The details of the Bidder are:

- Name of the Bidder:
- Full Address of the Bidder:
- Status of the Bidder:
- Name of person/officer (with designation):
  - authorized to submit Price Bid:
- Amount of Earnest Money Deposited:
- Date of opening of tender:

The undersigned representatives (full names and titles) duly authorized to act in the name and for the account of the Bidder (name and address of the Bidder) hereby submit the following Price Bid in one original and one copy.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Work</th>
<th>Unit Description</th>
<th>Quantity*</th>
<th>Rate / Unit (INR) (Excluding Service Tax)</th>
<th>Total Amount (INR) (Excluding Service Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Item-I: Exploration &amp; Documentation:</td>
<td>Preparation of exploration scheme,</td>
<td>Meters of</td>
<td>10000 m</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>diamond core drilling (HQ/NQ/BQ sizes or equivalent) as per approved exploration scheme, borehole deviation survey, geological logging of borehole cores, packing and transportation of borehole coal cores to laboratories including complete cores of one borehole for physico-mechanical tests, analysis advice and follow up for chemical analysis and physico-mechanical investigations, topographic &amp; surface survey, geological mapping, geological modeling, qualitative &amp; quantitative assessment of resources as per norms and final geological documentation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Item-III: Geophysical Investigations</td>
<td>Geophysical logging in minimum 25% of the total boreholes drilled (including non-coring boreholes)</td>
<td>Meters of logging</td>
<td>2500 m</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) Magnetic Survey</td>
<td>Stations</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Resistivity Survey</td>
<td>Line km</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>**Taxes &amp; duties</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>**Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Quantities indicated are meant for evaluation of lowest tender. Only actual shall be paid on pro-rata basis as per quoted price.

** Bidder opting to give no rate against Item-II shall not be disqualified because it shall mean that the Bidder proposes to carry out diamond core drilling only.

Note: Work will be awarded to overall lowest bidder
It is hereby declared and agreed:

(1) That the prices quoted are firm for entire period of the contract.
(2) That the Bidder will take the responsibility and obligations for accomplishment of the Contract in accordance with all provisions of the Biding Documents.
(3) That the Bidder has examined in detail all the Biding Documents including amendments (if any) and all information furnished for references as well as relevant Attachments and that he is perfectly aware that he must renounce all rights of invoking ambiguities of misunderstandings in this respect.
(4) That the Bid is valid for a period of one hundred and twenty (120) calendar days from the date of opening of Bid.
(5) That in the event the Bid is withdrawn after the time and date set for Bid opening with the period of validity, the Earnest Money should be forfeited to HPGCL and the Bid Security Bank Guarantee shall be invoked.
(6) That the Bidder agrees to furnish any other data or information pertinent to the Bid that might be requested by Haryana Power Generation Corporation Limited.
(7) That all official correspondence to this Bid shall be addressed to:

Address ______________________________________________________

Tel. No., Fax No. or E-mail _________________________________________

Name of the Representative ________________________________

Name of the Bidder ___________________________________________

Signature of the Bidder) _______________________________________

Address ____________________________________________________
SECTION –6

BANK GUARANTEE FORMAT OF TENDER SECURITY/PERFORMANCE SECURITY

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the BG is located)

…………………………………………… (Name of the Bank)
…………………………………………… (Address of the Bank)
…………………………………………… (Phone No. of the Bank)
…………………………………………… (Fax No. of the Bank)
Bank Guarantee No………………………………………………………………………
Date of Issue of Bank Guarantee …………………………….
Date of Expiry of Bank Guarantee ………………………
Limit to liability (currency & amount in words and figures) ………………………………
A/C Messrs…………………………………………………………… (Name of Bidder)
Invitation for NIT No…………………….dated ……………………. for ……………………… block
for detailed coal exploration.

Subject: Performance Bank Guarantee

Date………………2017

To

Chief Engineer Fuel-cum-Operation
Haryana Power Generation Corporation Limited
C-7, Urja Bhawan, Sector-6, Panchkula

Dear Sir,

In consideration of Haryana Power Generation Corporation Limited (hereinafter called “HPGCL”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s---------- ------(hereinafter called “Bidder”) from demand under the terms & conditions of “Standard Biding Documents” (hereinafter called the said “Biding Document”) issued by HPGCL vide NIT No…………………….dated ……………………. for ……………………… block for detailed coal exploration from deposit of ……………. (Tender security/Performance security) for the due fulfillment by the Bidder of the terms and conditions contained in the said Biding Document on production of Bank Guarantee for in INR________ (in INR ____________________ only) (figure in words).

1. We the ______________ Bank Ltd. (Name of Bank) hereinafter referred to as “Bank” having our registered office at __________ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified HPGCL to extent of INR __________ (INR ________ only) (figures in words) against any losses, damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by HPGCL by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Biding Document on demand and without demur to the extent aforesaid.

2. We ______________ Bank Ltd (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Biding Document by reason of the Bidder’s failure to fulfill the conditions of said Biding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR __________.

3. We ____________/ Bank Ltd. (Name of Bank) further agree that HPGCL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms and conditions of the said Biding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by HPGCL on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of HPGCL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by HPGCL shall be final and binding on us.
4. We __________________ Bank Ltd. (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Biding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Biding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the (date) __________ we shall be discharged from all liability under this guarantee.

5. We ______________ Bank Ltd. (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Biding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Biding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. We ______________ Bank Ltd. (Name of Bank) further agree that it shall not be necessary for HPGCL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which HPGCL may have obtained or obtain from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.

7. We ______________ Bank Ltd. (Name of Bank) further undertake to unconditionally pay the amount claimed by HPGCL merely on demand and without demur to the extent aforesaid.

8. We, ______________ Bank Ltd. (Name of Bank) also undertake not to revoke this guarantee during its currency except with the previous consent of HPGCL in writing and agree that any change in the constitution of HPGCL or the Bidder or the ______________ Bank Ltd. (Name of Bank) shall not discharge our liability.

9. We ______________ Bank Ltd. (Name of Bank) also further declare that this Bank Guarantee has been executed on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the ………………… State. (name of state where the bank issuing the BG is located)

10. We ______________ Bank Ltd. (Name of Bank) lastly undertake to send a confirmation of this Bank Guarantee to HPGCL on their Fax No. +91-651-2230875 on our own with post confirmation copy or within 15 days from the date of receipt of demand of confirmation from HPGCL on our earlier stated Fax number.

Signed and sealed hereunder on ______day of _________ month of the year 2011.

Yours faithfully

For ___________ Bank Ltd.

(Name of Bank)
SECTION- 7

CONTRACT AGREEMENT FORM

This agreement, made the ________________ day of ___________200___ between __________________________________ (name and address of the Employer) (hereinafter called "the Employer" and ______________________ ______________________ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA offered vide Global Notice Inviting Tender No. 4/HPGCL/CE/Fuel-222/Vol.II Dated 12.04.2017 ( hereinafter called "the Works" ) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :

   (i) Letter of Acceptance;
   (ii) Notice to proceed with the work;
   (iii) Contractor's Bid;
   (iv) Conditions of Contract;
   (v) Specifications;
   (vi) Drawings;
   (vii) Bill of Quantities and
   (viii) Any other document listed in the Bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of __________________________________________________________________________

was hereunto affixed in the presence of: __________________________________________________________________________

Signed, Sealed and Delivered by the said _____________________________________________________________

in the presence of: __________________________________________

Binding Signature of Employer __________________________________________

Binding Signature of the Contractor __________________________________________
SECTION-8
INTEGRITY PACT

Between

Haryana Power Generation Corporation Ltd. (HPGCL), hereinafter referred to as “Principal”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract for DETAILED COAL EXPLORATION AND PREPARATION OF GEOLOGICAL REPORT FOR DEVELOPMENT OF KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA offered vide Notice Inviting Tender No. 4 /HPGCL/CE/Fuel-222/Vol. II Dated 12.04.2017. 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 has appointed/will appoint in due course external independent Monitors [refer Clause 36 of Section 1 (Instructions to Bidders)] who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the 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.

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

3. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section-2 : Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits 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:

1. 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.

2. 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.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws 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.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
Section-3: Disqualification from tender process and exclusion from future contracts.

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

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/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 of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section-4: Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the terminate of the contract after the contract award has caused no damage or less damage that 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/Subcontractors

(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 agreement 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, Contractors 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 Vigilance Office.

Section-8: External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal).
The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal.

The Contractor 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.

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 meeting.

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 heal the violation, 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.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.

The word “Monitor” would include both singular and plural.

Section-9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor (i.e. Lead Partner in case of Joint Venture) 12 months after the last payment under the respective contract and for all the Bidders (i.e. other partners of the Joint Venture) 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 lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section-10: Other provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.

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

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

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.
VOLUME – II
TECHNICAL DOCUMENT FOR KALYANPUR-BADALPARA COAL BLOCK, BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS) DISTT. DUMKA, JHARKHAND, INDIA

Name of the Block : KALYANPUR-BADALPARA COAL BLOCK,
Area (in Sq. Km.) : 06 Sq. Km. between latitudes 24° 08' 17"N & 24° 10'32"N (approx.) and longitudes 87° 32' 08"E & 87° 32' 35"E(approx.)
Toposheet No. : Survey of India Toposheet No. 73 E/1 & A/13
Coalfield : BRAHMANI COALFIELD (RAJMAHAL GROUP OF COALFIELDS)
District (State) : DUMKA (JHARKHAND), INDIA
Nearest Railhead : Mallarpur (60 km)
No. of Boreholes drilled : 7 (Seven)
Depth Range of BHs : up to 435 m
Meterage drilled : 1570 m
Broad Terrain Details : Flat with some undulation
Broad Geol. Details :

<table>
<thead>
<tr>
<th>Formation</th>
<th>Maximum Thickness (m)</th>
<th>Lithotypes</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rajmahal</td>
<td>36.00</td>
<td>Basaltic volcanic locks with sedimentary intertrappeans – Oolitic sandstone and porcellinitic shale</td>
<td>Lower Cretaceous</td>
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<tr>
<td></td>
<td></td>
<td>Unconformity</td>
<td></td>
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<tr>
<td>Dubrajpur</td>
<td>145.00</td>
<td>Coarse grained, hard, compact often ferruginous, sandstone, pebbly sandstone, siltstone and shale</td>
<td>Lower Jurassic</td>
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<td>Barakar</td>
<td>451.00</td>
<td>Coarse to medium grained, feldspathic sandstone, gritty and pebbly sandstone, fine grained sandstone, siltstone, fossiliferous fire-clay, grey shale, carbonaceous shale and seven coal seam zones</td>
<td>Permian</td>
</tr>
<tr>
<td>Talchir</td>
<td>75.00</td>
<td>Pebble sandstone, boulder bed, green to khaki green splintary shale, grey to chocolate shale, medium to fine grained, greenish and occasionally micaceous sandstone</td>
<td>Permian</td>
</tr>
<tr>
<td>Metamorphics</td>
<td></td>
<td>Granite and granite gneiss with quartz and pegmatite veins.</td>
<td>Pre-Cambrian</td>
</tr>
</tbody>
</table>

No. of Seams : 6
List of Plates : Location Plan, and Short Logs of selected boreholes.
RJBS-19
R L = 137.445 m.

Borehole Closed at
207.50 m. depth.
RJBS-1
R L = 153.01 m.

31.70
32.49
40.15
59.05
69.50
82.75
84.80
97.81
113.60
154.10
178.85

Barakar
Talchir
Metamorphics