ECL

COMPENDIUM

Updated upto

September, 2024

DEPARTMENTAL CIRCULARS & OFFICE ORDERS

VIGILANCE AWARENESS WEEK-2024

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A Maharatna Company

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(एक ISO 9001:2015,ISO14001:2015 & ISO 50001:2011 प्रमाणित कंपनी)

सन्दर्भसंख्या:सी.आई.एल/सिविल/234/ 609 Date:- 28.12.2020

सेवा में,
General Manager/HoD(Civil)
BCCL Dhanbad, CCL Ranchi, CMPDI Ranchi, ECL Sanctoria, MCL Sambalpur, NCL Singrauli, SECL Bilaspur, WCL Nagpur,
GM, NEC, Margherita.

Sub.:- Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL.

Dear Sir,
The following guideline is issued regarding Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL:-

1. To adopt the following Schedule of rates for different types of works;-

S.N	TYPE OF WORK	SCHEDULE OF RATES	METHODOLOGY OF UPDATION
i.	Civil works	CPWD SOR 2018 Note: Except for roads and bridge Works.	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
ii.	Civil works (New & Innovative technologies)	CPWD SOR 2018	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
iii.	Horticulture & landscaping	CPWD SOR 2018	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
iv.	E&M Works	CPWD SOR 2018	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
v.	E&M Item for Solar Photovoltaic Power Plant	CPWD SOR	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
vi.	E&M Item for Facade Lighting	CPWD SOR	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
vii.	Items for VRF/VRV Air-Conditioning System	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.
viii.	Wet Riser and Sprinkler System	CPWD SOR 2019	To be updated annually by each subsidiary based on local material rates and applicable labour rates.

iii.	Road and Bridge works	MP PWD 2017	To be adopted by each subsidiary based on applicable labour rates & local material rates and by using Standard data book for analysis of rates published by MORT&H.

2. Updation of rates shall be done once in a year through software at each subsidiary to avoid preparation of justified rates for each tender separately. The updation of all the items of above SoRs or the frequently used items for different works shall be done subsidiary wise.

3. Any SoRs released by CPWD in future to be adopted and subsequently updated by subsidiaries.

4. The rates of items related to Roads and Bridges shall be updated at each subsidiary level using the Standard Data book for analysis of Rates for Road and Bridge Works published by MORT&H.

5. For new items which are not available in above proposed SoRs and Standard data book for analysis of rates published by MORT&H, the rate shall be adopted by market analysis applying practical acumen for labour and material components.

6. The updation of rates once in a year shall be done at Subsidiary level with the approval of CFD of Subsidiary and the estimate shall be prepared on these updated rates only.

The prescribed SoRs are available on CPWD & MP PWD website respectively for download. Officers of subsidiaries should be trained to prepare updated SoR by using appropriate softwares.

This is issued with the approval of Chairman, CIL for implementation with immediate effect.

महाप्रबंधक/विभागाध्यक्ष(सिविल)
General Manager / HoD (Civil)
सिविल इंजीनियरिंग विभाग
Civil Engineering Division
कोल इंडिया लिमिटेड
Coal India Limited

Copy to:-

i. TS to Chairman, CIL,
ii. TS to D(T), CIL,
iii. Office copy.

ईस्टर्न कोलफील्ड्स लिमिटेड
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Civil Engineering Department
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in

Ref: ECL/HQ/GM(Civil)/ 10/1225 Date: 19.02.2021

To,
All Area Engineer (Civil)
Civil Engineering In-charge of Other Establishments/Units
Workshops/CH Kalla/MRS/TAD

Subject: Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL- **Road and Bridge Works reg.**

Reference: CIL/Civil/234/609 dated 28.12.2020

Dear Sir,

In reference to above referred letter, vide which CIL has issued guidelines regarding "Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL", it is requested to adopt Madhya Pradesh PWD 2017 SOR for works related to Roads and Bridges, based on applicable labour rates & local material rates, and by using Standard data book for analysis of rates published by MORT&H.

For new items which are not available in the above proposed SOR and Standard data book for analysis of rates published by MORT&H, the rates shall be adopted by market analysis applying practical acumen for labour and material components.

The prescribed SOR is available of MP PWD website.

This is issued for implementation with immediate effect.

Encl: as above

Yours faithfully
19.02.21
General Manager (Civil)/HOD

ईस्टर्न कोलफील्ड्स लिमिटेड
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Civil Engineering Department
CIN-U10101WB1975GOI030295
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Ref No.: ECL/HQ/GM(C)/49A/747

Date: 21.08.2021

To,
All Area General Managers
HoD/In-charge of Other Estb. & Units
(Sanctoria Hospital/C.H.

Sub: - Scope of Work, Bill of Quantities and Special terms and conditions for Annual Operation, Maintenance and Providing Civil & Electrical Maintenance (including Facility Management Services, if any) for Offices and /or Residential Complex at Various Subsidiaries of Coal India Limited.

Ref: - Standard NIT Circulated from e-Procurement cell for AMC Works.

Dear Sir,

Standard NIT for AMC Works has already circulated to you through email dated 05.01.2021, 08.02.2021 and 26.04.2021 (Latest). Also a guideline for implementation of comprehensive maintenance was circulated vide letter ref no ECL/HQ/GMC/49A/1344 dated 17.03.2021. Please find attached herewith the **"Scope of Work, Bill of Quantities and Special terms and conditions** for Annual Operation, Maintenance and Providing Civil & Electrical Maintenance (including Facility Management Services, if any) for Offices and /or Residential Complex", for implementation with immediate effect and which supersedes earlier circulated guidelines as mentioned above.

Sample of Scope of work, Bill of Quantities and Special terms and conditions enclosed are based on approximation and it has to be modified with addition or deletion of services and items as per the exact requirement.

Estimates for AMC Works should be prepared as per the Scope of work, Bill of Quantities and Special terms and conditions with addition or deletion of services and items as per the exact requirement. Single and separate comprehensive AMCs is to be implemented at each unit as mentioned below -

1. Single Comprehensive Annual Maintenance Contracts at Unit Level with scope of works covering the requirement for Residential Building, Community Building, Club, Guest House, Hostel, Premises, Water Supply & Treatment Facility, Attached garden/eco parks, etc. at the unit level.
2. Single Comprehensive Annual Maintenance Contracts at Unit Level with scope of works covering the requirement for Offices & Service Buildings at the unit level.

Area Headquarters may be treated as a separate unit.

(P.T.O.)

Sample of Scope of work, Bill of Quantities and Special terms and conditions as stated above are sent through email of gmciv[dot]ecl@gmail.com dated 21.08.2021 for implementation with immediate effect.

Concerned officials may please be advised for needful action and strict adherence to the above.

Yours Faithfully

21.08.2

General Manager (C)-HOD
ECL HQ

c.c.
T.S. to CMD
T.S. to D(T) P&P/D(T)-Op./D(P)/(F)
All Area Engineer (Civil)/Civil Engg. Of Other Estb./Units

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Website – www.easterncoal.gov.in

Ref No.: ECL/HQ/GM(C)/ 32A/151 Date: 18.04.2022

To,
The General Manager/HOD
All Areas/units/Workshop /Establishment, CMO(Admin), CH Kalla
ECL

Sub: **Clarification regarding Tender Approving/Awarding Authority**
Ref.: Email Dt. 28.02.2022 By GM(C)/CIL
CIL/GM(CMC)/2022/1671 Dt. 25.02.2022

Dear Sir,

Please find enclose herewith the clarification received from CIL regarding Tender Approving/awarding Authority (TAA) at any time after award of the tender till finalization of tender.

As per this clarification, for all purpose of contract management after award of work till its closure, the present existing TAA as per latest DOP of July 2021 will be competent to approve all relevant papers as per MCEW 2015 Provisions.

This is for your kind information and further needful.

Encl.: CIL Order

Yours Faithfully
18.04.22
General Manager (Civil)/HOD
ECL HQ

Copy to:
1. All Area Engineer (Civil), Area Engineer (Civil), CH Kalla, ECL.

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- बर्द्धमान, पश्चिम बंगाल-
713333
सिविल अभियांत्रिक विभाग
सी.आइ.एन-
U10101WB1975GOI030295
वेबसाइट – www.easterncoal.gov.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.: Burdwan, West Bengal-713333
Civil Engineering Department
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in

Ref. ECL/HQ/GM(Civil)/ 10/4198 Date: 20.07.2022
21

To,
All Area Engineer (Civil)
Civil Engineering In-charge of Other Establishments/Units
Workshops/CH Kalla/MRS/TAD

Subject: Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL

Reference: CIL/Civil/234/609 dated 28.12.2020

Dear Sir,

Please find attached the copy of the referred Letter, vide which CIL has issued guidelines regarding "Standardization of Schedule of Rates (SoRs) across all subsidiaries of CIL". In this regard, it is requested to submit the prevailing material rates of your respective areas, as per the attachment sent to your email Id, so that standard Schedule of Rates across ECL can be prepared.

Encl: as above

Yours faithfully
20-07-22
General Manager (Civil)/HOD

Copy to :
1. All Area General Managers

ECL
Eastern Coalfields Limited

ईस्टर्न कोलफील्ड्स लिमिटेड
EASTERN COALFIELDS LIMITED
कोल इंडिया लिमिटेड की एक अनुषंगी
(A Subsidiary of Coal India Limited)
भारत सरकार का एक उपक्रम
(A Govt of India Undertaking)

Ref: ECL/HQ/GM (Civil)/Q.N./ / - Date: -

QUOTATION NOTICE NO. - _____ of 20--

1. Sealed Quotation in one part is invited from eligible contractors for the following work:-

2.

Sl. No.	Description of work	Estimated Cost of work including GST (Rs.)	Earnest Money (Rs.)	Period of Completion
1	**NAME OF WORK**	-	1.25% of ESTIMATED COST	-

Note: Input Tax Credit: Eligible/Not Eligible

3. Earnest money can be deposited in the form of Bank Draft drawn in favour of **"Eastern Coalfields Limited, HQ"** on any Nationalised Bank Payable at **"Asansol"**. The date of issuance of Demand Draft should be on or after the date of issue of Quotation Notice. The earnest money of the unsucessful bidder shall be refunded as promptly as possible and shall bear no interest. Quotation without earnest money as stated above shall be rejected.

   Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from the payment of earnest money (applicable only for Services tenders). In case of exemption of EMD, a copy of document (attested by notary public) in support of exemption will have to be submitted by the bidder during submission of their quotation.

4. Quotation documents including Bill of Quantity (BOQ), Terms and Conditions etc. can be obtained from the Office of the -, on any working day from **-** **to** **-** from --:-- AM to --:-- PM on all working days and from --:-- AM to --:-- PM on Saturday. Quotation documents can also be downloaded from ECL website (www.easterncoal.nic.in) during above mentioned period. There is no application fee.

5. Quotations can be submitted upto **--:-- P.M.** on - in the tender box kept in the Office of the -. In the event of specified date of submission is declared a Holiday by employer, the bid will be received upto the appointed time on the next working day.

6. The quotation offer will be opened on **- at --:-- P.M.** at the office of - in the presence of the attending bidders or their authorized representatives whosoever chooses to be present in the office. In case of holiday on opening date, it will be opened on the next day at the same time and same place.

7. The quotation documents can be downloaded from the Subsidiary website.

8. The evaluation of quotations received shall be done in line with evaluation done in Single cover system. The evaluation will be done based on the documents submitted by the bidder along with his bid and no clarification shall be sought from bidders.

9. In case the L-1 bidder fails to submit requisite documents per NIQ or if any of the information/declaration furnished by L-1 bidder is found to be wrong by Tender Committee during evaluation of documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD

of L-1 bidder will be forfeited and tender shall be re-tendered (with the same or different quantity, as per the instant requirement).
In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.

If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in ECL.

10. The validity period of the Quotation bid shall be 120 days from the date of opening of price bid or revised price bid, if any which ever is later.

11. The EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

12. All pages of the submitted quotation documents and credentials are to be duly self authenticated by the bidder / constituted attorney of the bidder with his signature including all cutting/overwriting, if any.

Completed and sealed Quotation documents to be submitted must include following documents:-

(a) EMD : In a separate envelope (superscribed as **"Earnest Money Deposit"**)

OR

Copy of document (attested by notary public) in support of exemption of EMD for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) in a separate envelope (superscribed as **"Exemption for Earnest Money Deposit"**)

(b) Credentials, BOQ (duly filled up) & Quotation documents in a separate envelope (superscribed as **"Credentials & BOQ"**)

(c) Above two envelopes should be submitted in a sealed envelope with appropriate superscription. The envelope shall clearly contain the name of work, NIQ No. and Name & address of the bidder.

13. The intending bidder has to submit photocopy of the following credentials along with quotation document:

i) **Permanent Account Number (PAN) :** The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

ii) **Goods and Services Tax (GST) Status of Bidder**

The bidder should be either

GST Registered Bidder under Regular Scheme

OR

GST Registered Bidder under Composition Scheme

OR

GST unregistered Bidder

w.r.t. to GST status as declared by the bidder in his BOQ offer, he has to submit the following as the case may be :

(a) GST Registered Bidder under Regular Scheme: GST Registration Certificate (i.e GST identification number) issued by appropriate authority.

OR

(b) GST Registered Bidder under Composition Scheme: GST Registration Certificate (i.e GST identification number) issued by appropriate authority.

OR

(c) GST Unregistred Bidder: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India.

iii) **Legal Status of the Bidder : Any one of the following document:**

(a) Affidavit or any other document to prove proprietorship / Individual status of the bidder

(b) Partnership deed containing name of partners

(c) Memorandum & Articles of association with certificate of incorporation containing name of the bidder

iv) Power of Attorney, in case the Quotation is signed by an authorised representative of the bidder.

v) Undertaking in prescribed format enclosed in Quotation document given at Annexure I

Note: BoQ and Format of Bank Mandate to be attached.

14. **a)** The Bill of Quantity is enclosed in the Quotation document and bidder has to quote the rates (% rates or item rates as per the instruction in the BOQ excluding Goods and Services tax, if any). The Price offer of the bidders will have no condition. The bidder has to submit his rates in the issued BOQ only. The price offer which is incomplete and not submitted as per instruction given is liable for rejection. **The bidder has to quote rates in figure and words both. In case of any discripency in quoted rates in figure and words, the values indicated in words will be treated as final.**

b) The bidder have to select the appropriate status from the following option given in the BOQ , if Goods and services tax clause is applicable for the work.

I) Status: GST registered Bidder under Regular Scheme

II) Status: GST registered Bidder under Composition Scheme

III) Status: GST unregistered bidder

c) The rates quoted by the bidder will be excluding GST and GST component (to be paid by ECL and/or the bidder) will appear as a separate entity.

d) The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items.

e) System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

(i) Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by ECL will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidder plus GST. This value of the bidder will be the "Cost to Company".

Then share of GST to be deposited by CIL/ Subsidiary, if any, will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the quotationers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

(ii) Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by ECL will be ignored to decide the L1 i.e

the ranking of the Bidders will be decided based on rates quoted by the bidder excluding GST. This value of the bidder will be the "Cost to Company".

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the quatationers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 14 (b) of NIQ.

15. The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him / them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

16. The bidder shall have to ensure implementation of CMPF/EPF, ESI if applicable and Bonus as per the Bonus Act and Miscellaneous Provision Act, 1948 and allied scheme framed thereunder in respect of the workers deployed by him and will have to recover statutory dues and deposit the same alongwith employer's contribution (Contractor's share) to the respective CMPF/EPF office and to submit statutory return under intimation to the Principal employer. The registration number of the Coal Mine in which the workers engaged by the contractor are working has to be furnished in the statutory return to be submitted to the concerned CMPF/EPF office stated as "Contractor Worker".

17. Conditional quotation offer will not be accepted.

18. Quotations shall be rejected outright without any reference if the documents submitted by the bidders along with their Quotation offer fail to prove eligibility in terms of above criteria. Documents submitted along with the Quotation shall be final and no supplementary document shall be accepted.

19. Other details like General terms and conditions of NIQ is as per prevalent Standard General terms and Conditions of Contract of ECL for civil contracts. The bidders are requested to go through the prevalent Standard General terms and conditions of Conditions of contract of ECL for civil contracts, which is available in the office of the undersigned.

20. Matters relating to any dispute or differences arising out of this tender and subsequent contracts awarded based on this NIQ shall be subject to the jurisdiction of Local Court.

21. The Company does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reasons whatsoever and also to split up the work between two or more bidders, at its sole discretion.

22. The Company reserves the right to postpone the date of receipt and opening of quotation or to cancel the bid without assigning any reason whatsoever.

23. The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the company for engagement of sub-contractor in part work/piece rated work.

24. The decisions of ECL in awarding the work shall be final and cannot be subject to arbritation.

25. Penal Clauses/Recovery of Damages: -

i. The work shall be started within 10 days of issue of work order or 7th day of handing over of the site whichever is later.

ii. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.

iii. In case of failure to start the work within stipulated time, the company shall be at liberty by giving 15 days' notice in writing to start the work, failing which to forfeit the earnest money deposited by the bidder and to rescind the work order. Additionally, the bidder will be debarred from participating in future tenders for a minimum period of 12 months.

26. **Taxes and Duties:**

All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States),

whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

Further, any GST credit note required to be issued by the bidder/ contractor under the GST Provisions should be issued within thw time limit prescribed under the GST Law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. ln case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by ClL/subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

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 bidding document.

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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further where any damages and compensation becomes payable by either the company or the bidder/contractor pursuing to any provision of the detail work order, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the

bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

27. **Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF QUOTATIONS)**

i) Subject to meeting terms and conditions stated in the NIQ including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the quotationed work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total quotationed work provided they match L1 price. In case the quotationed work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the quotation shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the quotation. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the quotation, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the quotation process or meet the NIQ requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the quotation process or meet the NIQ requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.

b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

ix) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

x) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have "Udyam Registartion Certificate" after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

xi) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

28. **Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as per details given in Annexure-XV)

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" means:-

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country;or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit "Certificate" as per the format given at **Annexure-I** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to "restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries"

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Regarding registration with Competent Authority, Annexure-II may please be referred. Regarding exclusion from restriction, Annexure-III may please be referred.

GM(Civil)/HoD/AE(C)

DISTRIBUTION:-

1. TS to CVO, ECL, HQ.
2. T.C. Member(Civil)
3. T.C. Member
4. Fianace Officer
5. FM, Cash/Chief Cashier, ECL, HQ.
6. T.C. Member(F).
7. PRO Cell, ECL HQ
8. Notice board of Civil Engg. Dept.& all Estb. of ECL.

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
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सिविल अभियांत्रिक बिभाग
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वेबसाइट – www.easterncoal.gov.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.: Burdwan, West Bengal-713333
Civil Engineering Department
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in

QUOTATION DOCUMENT

1	Name of the work	**N/W**
2	Place of work	-
3	NIQ No. & date	-
4	Time of completion	-
5	Earnest Money Deposit (EMD)	-
6	Date of issue of Quotation document	-
7	Date & Time of submission of Quotation offer	-
8	Date & Time of opening of Quotation offer	-
9	Documents included	1. Notice Inviting Quotation (NIQ) 2. Bill of Quantity (BOQ) 3. Format of Undertaking
10	Total No. of pages	

ISSUED TO :

NAME OF QUOTATIONER : _____

POSTAL ADDRESS : _____

e-mail address _____

Mobile No. _____

Signature of Quotation document issuing authority
(Designation and palce of posting)

BIIL OF QUANTITY (BOQ)

NAME OF THE WORK	-		
NIQ NO. & DATE	-		
INPUT TAX AVAILABL E / NOT AVAILABLE	**NA/A**		
RATE OF GST (in%)	**18%**		
STATUS OF BIDDER W.R.T. GST [PLEASE MARK (√) AS APPLICABLE]	**(a)**	**GST REGISTERED BIDDER UNDER REGULAR SCHEME**	
	(b)	**GST REGISTERED BIDDER UNDER COMPOSITION SCHEME**	
	(c)	**GST UNREGISTERED BIDDER**	

SLNo	Description	Quantity	Rate Rs.	Per	Amount Rs.
1	ITEM DESCRIPTION	-	-	-	-
	TOTAL ESTIMATED COST IN Rs.				-
					-
					-

Note: Bidders are requested to quote their rate in figure & words both.

Dy.Mgr (CIVIL), ECL HQ

I AGREE TO EXECUTE THE WORK at ……..%(in words ……..%) ABOVE / BELOW THE ESTIMATED COST.

SIGNATURE OF BIDDER

Annexure-I

PROFORMA FOR UNDERTAKINGTO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED AND AUTHENTICITY OF THE DOCUMENTS SUBMITTED IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

I / We, ..., Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S. ....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of **Coal India Limited.**

   OR

   The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:
   a) Name of the employee
   b) Place of posting
   c) Department
   d) Designation
   e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

   Or

   *I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

3. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

   Or

   *I / We ……..have been banned by the organization named "_____" for a period of…… year/s, effective from ……. To…….

4. We,…… ……..(Name of Partners of Partnership Firm), partners of ……..(Name of Partnership Firm) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.
   (Applicable in case of Partnership firm/Joint Venture).

5. We certify that the works/services offered by us against the tender for the work, ……meet the minimum local content requirement and has local content:
   *Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e….% (indicating the percentage of local content)
   *More than 50% (Select this, in case of Class-I Local Suppliers) i.e….% (indicating the percentage of local content)
   Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor of the company (in case of companies) or from a practicising cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
   Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.
7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

   OR

   **I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ……. to…..

   **Delete whichever is not applicable.

   Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the code of Integrity for Public Procurement (CIPP) as given in the Tender document.
9. *I/We do not have anyprevious transgression of CIPP in last three years with any entity in any country.
   Or
   *I/We have been debarred by……(name of pruring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of……..year/s, effective from ……to …..

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

    * Delete whichever is not applicable.

Dated.....

Signature of Bidder
(**In case of Partnership firm firm, signature of all partners with name**)

Annexure-II

Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required**.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance**.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Annexure-III

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

ईस्टर्न कोलफील्ड्स लिमिटेड
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जिला- बर्द्धमान, पश्चिम बंगाल-713333
सिविल अभियांत्रिक विभाग
सी.आइ.एन-U10101WB1975GOI030295
वेबसाइट – www.easterncoal.gov.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.: Burdwan, West Bengal-713333
Civil Engineering Department
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in

Ref: ECL/HQ/GM(Civil)/SDEM/512

Date: 24/08/2023

To,
All Area Engineers (Civil)/Establishments

Subject: Standardized format for release/refund of Performance Security Deposit, Retention Money, and Earnest Money Deposit.

Dear Sir,

It is being observed that at present different Areas are using different ways for processing the proposals for the release/refund of PSD, EMD and Retention Money which is creating various confusion and problem during the scrutiny, and taking unnecessary time to clear the proposals.

To sort out the above problems and for early disposal of these proposals a common **"Standard Formats"** have been developed by this office, which is enclosed herewith.

Therefore, it is advised that henceforth all the proposals related to release/refund of PSD, EMD and Retention Money may kindly be proposed in the prescribed "Standard Format" so that a common and uniform mode can be stabilized for all Areas/Units and to avoid unnecessary delay.

Encl: -
1. Release of PSD/APSD Money Format
2. Release of EMD Format
3. Release of Retention Money Format

Yours faithfully
24.08.23
General Manager (Civil)/HOD
ECL, HQ

COPY TO: -

1. General Manager/Vigilance- (For kind Information to CVO/ECL please).
2. All Area General Manager, ECL - (For kind Information & necessary action).
3. T.S. TO DCT)/P&P

ईस्टर्न कोलफील्ड्स लिमिटेड
सिविल अभियांत्रिक बिभाग

EASTERN COALFIELDS LIMITED
Civil Engineering Department

NOTING SHEET

DATE: -

Sub: Release of PSD/APSD Money.

The contractor has requested to release Performance Security and Additional Performance Security Deposit vide his letter No ..... dated .....

The details of work are as follows:

1.	Name of work	
2.	Name of the contractor	
3.	WO No. & date	
4.	Agreement value	
5.	Schedule date of commencement	
6.	Schedule date of completion	
7.	Actual date of completion	
8.	Final Bill released (YES/NO)	
9.	Defect Liability Certificate Issued (YES/NO), if Yes enclose the Certificate.	
10.	Does Penalty required (YES/NO), (IF "YES" mention the amount with status i.e Recovered or To Be Recovered	
11.	Is Retention Money sufficient to recover Penalty Amount if Applicable (YES/NO).	
12	Vendor Code	

Total Security Deposit to be refunded as mentioned below:

(i) PSD amounting to Rs. ....., BG/FDR/DD No. .....dt. ..... issued from ..... Branch.

(ii) APSD amounting to Rs. ....., BG/FDR/DD No. .....dt. ..... issued from ..... Branch.

The subject work has completed satisfactorily as per standard specification, drawing & instructions. No noticeable defect is observed till date. Final measurement has been entered in MB and signed by contractor and all official concerned. Hence PSD/APSD deposited by the contractor as mentioned above may be released.

Submitted for kind perusal and release of PSD/APSD.

Enclosures: **(1) Contractor Application (2) Bank Mandate Form (3) Defect Liability Certificate**

GENERAL MANAGER
(Sign. & Stamp)
..... **Area**

AREA FINANCE MANAGER
(Sign. & Stamp)
..... **Area**

AREA ENGINEER (CIVIL)
(Sign. & Stamp)
..... **Area**

NOTING SHEET DATED: -

Sub: Release of Retention money.

The contractor has requested to release Retention money vide his letter No ..... dated .....

The details of work are as follows:

1.	Name of work	
2.	Name of the contractor	
3.	WO No. & date	
4.	Agreement value	
5.	Schedule date of commencement	
6.	Schedule date of completion	
7.	Actual date of completion	
8.	Amount of Retention money to be refunded	
9.	Total Bill Paid	
10.	No Defect Liability Certificate Issued (YES/NO), If YES enclose the Certificate.	
11.	Does Penalty required (YES/NO), (IF "YES" mention the amount with status i.e Recovered or To Be Recovered	
12.	Vendor Code	

Detail of Retention money are as follows:

MB No	Deducted from vide page No.	Amount (Rs)
Total		

The subject work has completed satisfactorily as per specification and no defect observed during defect Liability period i.e during six months after the actual date of completion. Final measurement has been entered in MB and signed by contractor and all official concerned. Hence the total Retention Money deposited by the contractor as mentioned above may be released.

Submitted for kind perusal and refund of Retention Money.

Enclosure: - (1) Contractor Application (2) Bank Mandate Form (3) Defect Liability Certificate

GENERAL MANAGER
(Sign. & Stamp)
..... Area

AREA FINANCE MANAGER
(Sign. & Stamp)
..... Area

AREA ENGINEER (CIVIL)
(Sign. & Stamp)
..... Area

NOTING SHEET

DATE: -

Sub: Release of Earnest Money Deposit.

The contractor has requested to release **Earnest Money Deposit** vide his letter No. ..... dated .....

The details of work are as follows:

1.	Name of work	
2.	Name of the contractor	
3.	WO No. & Date	
4.	Agreement value	
5.	Schedule date of commencement	
6.	Schedule date of completion	
7.	Actual date of completion	
8.	Final Bill released (YES/NO)	
9.	Defect Liability Certificate Issued (YES/NO), If YES enclose the Certificate.	
10.	Does Penalty required (YES/NO), (IF "YES" mention the amount with status i.e Recovered or To Be Recovered	
11.	Is Retention Money sufficient to recover Penalty Amount if Applicable (YES/NO).	
12.	Tender ID	
13.	Vendor Code	

EMD details as mentioned below:

(i) EMD amounting to Rs. ....., Vide ePRN No. .....,

Bank/UTR No. .....

The subject work has completed satisfactorily as per standard specification, drawing & instructions. No noticeable defect is observed till date. Final measurement has been entered in MB and signed by contractor and all official concerned. Hence EMD deposited by the contractor as mentioned above may be released. Submitted for kind perusal and release of EMD.

Enclosures: (1) Contractor Application, (2) Bank Mandate Form (3) Defect Liability Certificate

GENERAL MANAGER	**AREA FINANCE MANAGER**	**AREA ENGINEER (CIVIL)**
(Sign. & Stamp)	**(Sign. & Stamp)**	**(Sign. & Stamp)**
..... Area	..... Area	..... Area

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग(
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
संविदा प्रबंधन प्रकोष्ठ
Website www.easterncoal.nic.in
Emailid:
cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Contract Management Cell
CIN-
U10101WB1975GOI030295

Ref no.: - ECL/HQ/CMC/ 585

Dated: 28.10.2021

To,
All Area General Manager
ECL

Sub: Regarding quarterly submission of measurement of lead slab of OC Patches.

Ref.No. Earlier letter No. ECL/HQ/CMC/535 dated 05.10.2021

Dear sir,

In reference to our earlier letter cited at reference, it may please be noted that as per directive of ECFDs, lead measurement has to be done at a regular interval for all ongoing out sourcing patches and a report on quarterly basis must be submitted by the areas for monitoring and control to CMC Department stating whether there is any change in lead or not.

In view of the above you are further requested to kindly take necessary action for compliance of the direction of the ECFDs and the findings may be sent to this department without fail.

Thanking You

Yours faithfully

28/10/21

General Manager (CMC)

Copy to:

1. GM(T&MS)/TS to CMD, ECL
2. TS to D (T) OP/ TS to D (T) P&P, ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
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संविदा प्रबंधन प्रकोष्ठ
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EASTERN COALFIELDS LIMITED
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Sanctoria, P.O.: Dishergarh,
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Contract Management Cell
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in
Telefax: 0341-2520414/2520079
E-Mail: cgmcmc.ecl.cil@coalindia.in

Ref. No. ECL / HQ / CMC / Transport / 2022 / 4576

Date: 05.01.2022

To,
The General Manager,
All Area of ECL

Sub: Timely process of estimate for tendering under SOR for the upcoming financial year i.e FY 2022-23

Ref. No.

- ECL / HQ / CMC / Transport / 2021 / 4479 Dated 19.10.2021
- ECL / HQ / CMC / Transport / 2021 / 4504 Dated 10.11.2021
- ECL / HQ / CMC / Transport / 2021 / 4553 Dated 25.12.2021

Dear Sir,

As per past experience of handling tenders for the tenders under SOR ECL (vide ECL / HQ / IE / SOR / 101 / 2019 / 147, dt. 24.10.2019) of HQ as well as Area the total time required for finalisation contracts from estimate to LOA is about 06 (Six) months.

In view of the above, to maintain the continuity in Coal / Sand transportation works you are hereby requested to timely process the estimate for the tender under SOR for the upcoming financial year i.e FY 2022-23.

This is for your kind information and for further necessary action please.

Yours faithfully,

5/1/22

General Manager (CMC)

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
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e – Mail: cgmcmc.ecl.cil@coalindia.in

Ref No. ECL/HQ/CMC/ 39 Dated: 20.01.2022

To,
All Area GMs
ECL

Sub : Under recovery of electricity consumption charges from bills of outsourcing contractors.

Ref : Earlier letter vide no ECL/HQ/CMC/610 dated 03.11.2021

Dear Sir,

This is to bring to your kind information that during the routine inspection of the hired OC patches by vigilance department the following have been observed:

1. Electricity consumption charges are being under recovered at various hired OC patches.
2. In three number of hired OC patches no energy meter was installed and Electricity consumption charges was also not recovered from the contractor's bills.
3. In two number of hired OC patches energy charges were being recovered on approximate basis as the installed energy meter was defunct.
4. In another two number of hired OC patches energy charges were being recovered on approximate basis despite the installed energy meter being functional.
5. Some of the concerned Colliery/Area authorities were unaware of the fact that Energy meter is to be installed by the awardee contractors as per NIT and deduction should be based on actual metre reading of KWH.

The provision of CMM Chapter 6 regarding Electricity (already a part of the contract agreement) is appended below for ready reference.

" Electric power, if available, may be made available for the work by the employer at one point within the site or near the site on conditions as specified:

The Contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc and shall be responsible for the safe maintenance.

Distribution arrangement shall be done by the Contractor at his cost as per approved layout.

Distribution arrangement shall be shifted and rerouted at the Contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason.

The Contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing offpower due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

The Contractor shall remove immediately on completion of the work such distribution system and all installations and make good, to the satisfaction EIC, all the damages sustained.

The Contractor shall employ certified and licensed electrician for carrying out the work and its maintenance."

Based on the observation during the inspection the following have been suggested:

1. Energy-meter are arranged to be installed immediately by the contractors in those hired OC patches where it is not installed presently as per provisions of the contract.
2. It should be ensured that deduction of the electricity charges is being done from every bill as per the actual energy meter reading only.
3. Defunct energy-meter are to be replaced immediately with functional ones.

It is therefore requested that a status report for all hired OC patches in this regard, is to be submitted on or before 27.01.2022 for kind information of DT(P&P) and DT(OP).

Yours Faithfully

General Manager (CMC)

Copy to:

GM (T&MS)/TS to CMD for kind information
TS to D (T) OP/ D (T) P&P/ D (F)/ D (P)

M_1f

ईस्टर्न कोलफील्ड्स लिमिटेड
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Ref: ECL/HQ/CMC/ 259

Date :28.04.2022

To
The General Manager
All Areas, ECL

Sub : Regarding timely processing of replacement proposal in lieu of existing OC Patches.

Dear Sir,

It has been directed by Competent Authority that Contract Management needs special attention as failure of agencies in the outsourced works is a cause of concern. While defaulters must be cautioned and penalized as deemed fit, necessary steps have to be taken to ensure continuity of operations. Further, All replacement proposals have to be initiated at least 06 months before expiry of the existing contracts so that Work Order can be issued at least 01 month before the completion of earlier contract. Also, proper justification and requisite details should be incorporated in the proposals related to extension if any, of existing contracts.

In view of above, you are requested for kind compliance of above.

With Regards

Yours faithfully,

28/4/22

General Manager(CMC)

Cc:
1. G.M. (T&MS) / TS to CMD
2. TS to D(T) OP / TS to D(T) P&P

ईस्टर्न कोलफिल्ड्स लिमिटेड
ईस्टर्न कोलफील्ड्स लिमिटेड
EASTERN COALFIELDS LIMITED
(कोल इंडिया का एक अंग)
(A Subsidiary of Coal India Limited)
निदेशक (तकनीकी) परियोजना व योजना का सचिवालय
Director(Technical)P & P's Secretariat
सांकतोडिया, पोष्ट-दिशेरगढ़, जिला- पश्चिम वर्धमान, पश्चिम बंगाल - 713333
At: Sanctoria, PO: Dishergarh, Dist. Pachnim Bardhman, West Bengal - 713333
(An ISO 9001, ISO 14001 & OHSAS 18001 Certified Company)
CIN-U10101WB1975GOI030295

सदंर्भ संख्या : ईसीएल/निदेशक(तक)यो/परि/13.04/133 दिनांक : 14-05-2022

सेवा में,
All Area General Managers
ECL

Sub: Prevention of theft of coal and other company's properties from and inside hired outsourced OC patches in mines of ECL

Dear Sir,

It is a matter of great concern that the instances of coal theft with its rising trend are increasingly being noticed from outsourced OC patches with active involvement of contractor's tipping trucks, which in turn is resulting into direct loss of coal / revenue. The possibility of connivance of contractor in perpetrating the theft cases cannot be ruled out. Besides this entry of unauthorized persons into the OC outsource patches involved in illegal mining and theft of coal is also concerning for which the contractor is responsible.

Ample provisions have been made in the contract agreement containing amongst others responsibility of the contractor towards safeguarding the company's properties especially coal as well as punitive measures to recover the losses and damages, as and when they are inflicted upon the company on account of acts of omission and commission of the concerned contractors. The relevant applicable clauses of the agreement / Contract Management Manual are annexed herewith for your reference and same may be invoked appropriately as per the situation and circumstances attending the cases of theft etc.

Accordingly given the annexed provisions, immediate effective steps need to be taken to prevent these coal theft and other similar cases with concrete punitive actions against those contractors.

Further, security arrangement e.g. intensified patrolling, regular manning at check gates by CISF/ECL Security personnel should also be tightened to nab the deviating errant trucks besides ensuring complete implementation of approved VTS guidelines of the company to promptly identify the mischievous trucks intending to commit coal pilferage.

A line of confirmation having regard to actions taken as per the prescribed contract clauses indicated in the Annexure – A enclosed herewith, must be submitted to this office within a week time.

Enclosure: a.a

Yours faithfully,

14/05/22
Director (Technical) P&P

Copy to:

GM (Security), ECL
GM (CMC), ECL
GM (Production)
TS to CMD, ECL

ANNEXURE - A

PROVISIONS OF CONTRACT MANAGEMENT MANUAL, CHAPTER - 6

A. PROVISIONS UNDER GENERAL TERMS & CONDITIONS:

1. **(GTC 12 (xii)) RESPONSIBILITIES OF THE CONTRACTOR** - The Contractor will have to make necessary **security arrangement** to prevent theft of coal from the project premises, during transportation and also at coal dumps.

2. **(GTC 12 (xiv)) Insurance) RESPONSIBILITIES OF THE CONTRACTOR** - The Contractor shall take **full responsibility** to take all precautions **to prevent loss or damage** to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall **at his own cost repair and make good the loss/damage** to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-In-Charge.

3. **(GTC 12 (xiv) (a)) RESPONSIBILITIES OF THE CONTRACTOR** - The successful Bidder shall arrange accommodation, security etc. of its own for its workmen.

B. PROVISIONS UNDER ADDIITONAL TERMS & CONDITIONS:

1. **(ATC 1 (iv)) Scope of Work** - Contractor shall be solely responsible for **security of the extracted coal** till delivery up to the Department's specified destination. Contractor shall **indemnify** the Company from any pilferage in handling of coal and also be liable to pay **compensation** for any mishandling of such materials at any stage of operation upto the delivery at the destination.

C. PROVISIONS UNDER SPECIAL TERMS & CONDITIONS:

1. **(STC 6)** Contractor's dumper/tipping truck should ply only on specified routes/ roads. In case, plying of the dumper/tipping truck on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the Contractor from the Project Officer/ General Manager/Engineer-In-charge. In case of violation of this provision penalty may be imposed on the Contractor and/ or the contract terminated.

2. **(STC 11)** If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or **damage to its property**, due to any failure on the part of the Contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the Contractor, the value of the same as assessed by the Company, shall be recovered from the Contractor's bill/ security deposit. The decision of the Company in this regard shall be final and binding on the Contractor.

GM(CONC)

3. **(STC 16)** In case the tipping truck / dumper is being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each Contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted as under:

   a. For the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal

   b. For the variation in quantity exceeding 2% (two percent) double the then prevailing rate.

   The aforesaid deduction/recovery shall be made including all royalty, cess etc. from the running on A/c bill and/or Security Deposit of the transporting Contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

D. <u>PROVISIONS UNDER SPECIAL NOTES AND ADDITIONAL TERMS & CONDITIONS:</u>

1. **SN & ATC 3 (q) – Working Parameter** - The Contractor will fully **indemnify/compensate** the Company for the loss suffered by the Company due to stoppage of work by the Contractor and / or his employees / workers on his / their own accord / and / or for **any damages caused to any property of Company or others** due to any act of omission and commission on the part of the Contractor and / or his employees. The assessment made by the Company in this regard shall be final and binding on the Contractor.

E. Work Order Cl 8 (c) - Recovery of monetary loss/ damage to the Company arising out of any action on the part of the Contractor.

F. Guidelines for banning of business 2(xii) - any other breach of Contract or misdeed which may cause **financial loss or commercial disadvantage to the Company.**

GM(CMC)

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल – 713333
संविदा प्रबंधन विभाग
सी .आइ .एन -.U10101WB1975GOI030295
वेबसाइट -www.easterncoal.nic.in
e – Mail: cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal – 713333
Contract Management Cell
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in
e – Mail: cgmcmc.ecl.cil@coalindia.in

Ref No.: - ECL/HQ/CMC/ 375 **Date:** -08.06.2022

To,
The General Manager (s)
All Areas
ECL

Sub: Regarding circulation of legally vetted Proforma/ format for issuing notice / letter to non-performing contractors of Hired OC Patches

Dear Sir,

This is to mention that, CMC Dept has prepared a Proforma/ Format for issuing different notices/ letters to non-performing contractors of Hired OC Patches enclosing therewith list of clauses which such notices / letters might be based on. This has duly been vetted by Legal Dept, ECL .

Accordingly, it is being attached herewith for making use of the same while issuing notice / letter to non-performing contractors of Hired OC Patches in future.

With Regards

Yours Faithfully

08/06/22

General Manager (CMC)
ECL HQ

Cc to: -

1. GM (T & MS)/TS to CMD- for kind information
2. TS to D(T)OP/ TS to D(T)P&P- for kind information

PROFORMA/ FORMAT for issuing different notices to non-performing contractors as per NIT (Agreement / Contract)

(To be issued on the official letter head of the concerned Area GM/ Engineer-in-charge)

To

M/s _____

_____

(Name and official address of the contractor with Pin Code and official email id, as per the records.)

Subject: (Notice for/Intimation to/ _____/) improvement/ setting correct_____

(brief heading of the subject matter pointing about the lapses/ failures /inability to discharge their contractual obligation etc.)

under Clause No._____ _____

(specific clause/ section of agreement to be mentioned) of mutually signed agreement.

Ref:

1. LOA No. _____ Dt. _____ for the work of hiring of HEMM and other equipment_____for a quantity of _____Cum. and _____Te. for a period of_____days.
2. Work Order No. _____dt _____issued by _____
3. Tender Id no._____
4. Reference letter of relevant previous Correspondences:
   (Relevant applicable references of previous correspondences which the Engineer-in-charge deems fit on this specific issue related with, issued earlier to the concerned contractor.)

Dear Sir,

With reference to the subject awarded work which is presently under execution by your firm, it has been noted that –

•

(point wise enumeration of the lapses of contractor in failing to discharge their contractual obligation under the specific clause/ provision of the agreement is to be narrated pinpointing the issues where non-performance has been recorded.)

Having failed to discharge your contractual responsibility in meeting the required progress / performance as stated above, you have become liable for invocation/ imposition of the _____

(specific penal clause of the agreement is to be mentioned.)

It is accordingly advised to improve/ set correct the reasons besieging the progress/ performance of work as per the agreed contractual monthly time and quantity progress chart

(Schedule) so that the shortfall/ lapses are made up immediately to avoid further recurrence of imposition of similar penal provisions in ensuing days/ period.

OR

In case of notice of termination/ Cancellation/ foreclosure/ employing third agency / other similar provision (at the risk of existing contractor if any), the contents are to be accordingly modified to suit the cause against which letter/ notice is being given. If the clause/ provision of agreement attracts any reply/ clarification from contractor within specified time limit, same also needs to be complied with as per agreement. (as the case may be).

Enclosed:
(the relevant correspondences which the notice/ letter issuer thinks applicable and relevant to enclose)

Yours faithfully

Area GM/ Engineer-in charge/
(Name of Area)

Note:

a. *(The text written in italics within parenthesis is for illustration and guidance only & not to be made part of the actual Notice/ Letter to the contractors.)*

b. While the above format is only illustrative and not exhaustive, the grounds and contents of letter may vary as per merit of case and in accordance with nature, facts and circumstances attending the situations of non-performance/ lapses/ failure on the part of contractor.

c. A list of common grounds on which the letter/ notice is to be issued is enclosed, but again the clauses mentioned in the annexure is only illustrative and indicative to give the broad outline of circumstances and not exhaustive.
Furthermore, as the clauses of agreement may vary from time to time as per the then prevailing provisions of CMM, Engineer-in charge is advised to refer the signed copy of agreement with concerned contractor before specifying the related clause no. of agreement in the letter while issuing the letter.

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
संविदा प्रबंधन प्रकोष्ठ
Website www.easterncoal.nic.in
Email id: cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295

Ref: ECL/HQ/13-04/218 Date: 06.08.2022
08

To,
The General Manager (CMC)
All Area GM's of ECL,
GM (P&P), GM (Finance), GM (IED),
HOD (Survey), GM (Safety)

Sub: Early finalization of Proposals related to Closure of Contract.
Ref.: Letter No. CIL/TS-DT/22/4308 dated 03.08.2022 issued by TS to D(T), CIL addressed to GM (CMC), ECL.

Dear Sir,

Please find enclosed herewith above referred letter, contents of which is self-explanatory. While reviewing the status in this regard, it is revealed that, in ECL only 2 (Two) proposals of closure of contract have so far been finalized out of target of finalization of 11 (Eleven) proposals since last year, which speaks about dismal progress made so far and there is immediate need to pay special attention by all concerned officials to conclude the pending cases of closure of contracts.

It has been observed that despite regular reminder from CMC Department to send the reply of queries of various scrutinizing department of HQ, there is considerable delay by concerned Contract Executing Areas in sending the replies. Additionally, the replies being sent by them are often found to be incomplete resulting in unnecessary and avoidable circulation of files to-and-fro. Considering the gravity of the situation that the status is periodically being monitored at Chairman CIL level, it is instructed to give utmost priority to the proposals related to closure of contract and submit the reply of queries of various concerned department at the earliest, so that pending cases of contract closure could be concluded and finalized at the earliest.

Enclosure: As above.

Yours Faithfully,

8/8/22
Director (Technical) OP, ECL

Copy to: TS to CMD, ECL

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)
CIN: L23109WB1973GOI028844
Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
Phone: 033-71104198
e-mail: gmcmc.cil@coalindia.in

Ref. No: CIL/GM(CMC)/2022/ 1633

Date: 07.01.2022

To,
The General Manager (CMC/Civil/E&M)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.
The GM(UMD)/GM/TS to CMD, CMPDIL.

Sub: Guidelines regarding Performance Security

Dear Sir(s),

Please refer to the letter No. 1152 dated 04.12.2020 **(Annexure-A)** issued by GM (CMC), CIL on the subject matter, w.r.t OM No. F. 9/4/2020-PPD dated 12.11.2020 by DoE, PPD regarding Performance Security Deposit **(Annexure-B)**, in which the following was mentioned:

Quote:

b. With respect to OM No. F. 9/4/2020-PPD dated 12.11.2020 by DoE, PPD regarding Performance Security Deposit:

Performance Security Deposit (i.e. 5% of contract value in case of tenders other than tenders floated as per chapter 3 & 6 of CMM and 5% of the annualized contract value or contract value whichever is less for tenders as per chapter 3 & 6 of CMM) shall be reduced to 3%. The provision of Retention Money should be kept as it is in the existing manuals.

The reduction of Performance Security from existing provision of 5% to 3% of the value of contract (contract value or annualized contract value as the case may be) shall be applicable for all existing contracts and all tenders / contracts issued / concluded till 31.12.2021.

Further, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there will be no subsequent increase in Performance Security beyond 31.12.2021. However, the benefit of the reduced Security Deposit will not be given in the Contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.

However, in case of compelling circumstances where Performance Security in excess of 3% is felt necessary, the same can be done with the approval of the next higher authority to the authority competent to finalize the tender.

: Unquote

Contd.....P/2

कोल इंडिया लिमिटेड
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Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
Phone: 033-71104198
e-mail: gmcmc.cil@coalindia.in

Pursuant to OMs No. F. 9/4/2020-PPD dated 30.12.2021 on Performance Security issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance **(Annexure-C)** and approval of the Competent Authority of CIL, the above directives which were in force in respect of Performance Security till 31.12.2021, are extended up to 31.03.2023.

The existing provision of 'Performance Security Deposit' with respect to long term contracts i.e. for a period exceeding 5 years shall remain unaltered.

Additionally, other guidelines in the letter No. 1152 dated 04.12.2020 shall remain unaltered.

The above shall come into force with immediate effect.

Yours faithfully,

07/01/2022

Girish G.
GM (CMC), CIL

Encl: As above

Copy to:
1. ED (Co-ordination), CIL / TS to Chairman, CIL
2. GM (MM/Civil/E&M/Fin), CIL
3. TS to D(T), CIL
4. Office File.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	**संविदा प्रबंधन प्रकोष्ठ** **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/29 दिनांक: 19.01.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDI

The General Manager, NEC.

विषय: <u>Modification in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund</u>

महाशय,

Ambiguity of clause pertaining to Provident Fund in Contract Management Manual (CMM) was observed in connection with intensive examination in some of the mines by CTE. Accordingly, a proposal was put up in the 298th meeting of CFDs, CIL held on 13.01.2023.

As communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:29958 dated 19.01.2023, CFDs, CIL in its 298th meeting held on 13.01.2023 have approved modifications in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund.

The approved modifications are enclosed as Annexure – A.

This is for your information and further needful actions.

भवदीय,

20/01/2022
GM (CMC)
CIL

Encl: As above

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. ED (Personnel), CIL
4. ED (Finance), CIL
5. GM (Civil), CIL
6. GM (UMD), CMPDI
7. TS to D(T), CIL
8. Office file

Annexure-A

Modification in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund approved in 298th meeting of CFDs, CIL held on 13.01.2023

	Existing Clause	Approved amended clause
Chapter 3 & 6 of CMM Instructions to Bidders Employment of Labour: Clause 28.1	Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. *CIL/ Subsidiary companies shall specify such rates in their bid. Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor. In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may by the Competent Authority annually / as and when asked. Bidder shall also submit copies of statutory returns.	Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid. Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor **which shall be in accordance with the following guidelines:** **1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.** **2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.** **3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.** **In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.**

Chapter 3 Special Terms & Conditions Clause 32.02	The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.	The contractor shall also comply with the provisions of the **CMPF / EPF** and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
Chapter 2 of CMM Conditions of Contract Clause 13.5	In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.	Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor **which shall be in accordance with the given guidelines:** **1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.** **2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.** **3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.** **In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.** **The contractor shall also comply with the provisions of the CMPF / EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.**

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
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Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
Phone: 033-71104198
e-mail: gmcmc.cil@coalindia.in

Ref. No: CIL/GM (CMC)/2022/ 1784 Date: 03.08.2022

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDI
The General Manager, NEC.

Sub: Amendments approved in Chapter 3 & 6 of CMM regarding base date for working out compensation / recoveries due to price variation

Dear Sir(s),

A proposal on the subject mentioned above was submitted in the 288th meeting of CFDs, CIL held on 25.07.2022. As communicated by the Company Secretary vide letter No. CIL:XI(D):04135:2022:28923 dated 02.08.2022, CFDs, CIL have approved the amendments in Clauses of Chapter 3 & 6 of Contract Management Manual (CMM) as mentioned in **Annexure-A** enclosed with this letter.

CFDs, CIL further advised to illustrate the manner in which the base date shall be fixed as under:

"if bid submission date is 23rd July'2022 (say), then 14th July'2022 will be base date for working out compensation / recoveries due to price variation and it will remain unaffected even in the case of auto-extension of bid."

This is for your information and further necessary action.

Yours faithfully,

03/08/2022
GM CMC
CIL

Encl: As above

Copy to:

1. ED (Co-ordination), CIL / TS to Chairman, CIL
2. TS to D(T), CIL
3. Office file

Annexure-A

Change in the base date for working out compensation / recoveries due to price variation.

Clause No.	Existing Provision	Approved amendments
19.02 of SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION AND REMOVAL OF OVERBURDEN of Chapter-6 of CMM	The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.	**The base date shall be the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.**
	The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.	The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.
32.02 SPECIAL TERMS & CONDITIONS FOR HIRING CONTRACTS EXCAVATION, REMOVAL OF OVERBURDEN, EXTRACTION OF COAL AND TRANSPORTATION of Chapter-6 of CMM	The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.	**The base date shall be the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.**
	The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month	The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.
37.02 of SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT of Chapter-3 of CMM	The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.	**The base date shall be the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any) for working out such price variation.**
	The compensation of Price variation shall be worked out at monthly intervals and shall be with	The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to

	respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.	the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.
Chapter 3 & 6 of CMM 23. EVALUATION AND COMPARISON OF BIDS Clause 23.6	23.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal. [Note (Not part of the tender document): In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender. Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.	23.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal. [Note (Not part of the tender document): In compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the tender document with the approval of the next higher authority to the authority competent to finalize the particular tender. Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

	Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.	Updated/justified cost shall be based on prevalent market rate of material components and Labour components **as on the base date i.e., 10th day prior to the last date on which tenders were stipulated to be received (including the last date of submission of bid as mentioned in the NIT prior to revision, if any)**, analysed as per standard analysis of rate adopted in the preparation of SOR.
	Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.	Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.
	Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.	Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.
	Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.	Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.
	Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.	Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
	In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.]	In the above case, approval of Tender Accepting Authority (TAA) shall be taken. In case CFDs of CIL/Subsidiary or CMD is TAA, then the approval of CMD of CIL/Subsidiary is to be obtained and if the TAA is below CMD level then approval of TAA shall be obtained." However, banning shall be done as per Guidelines for Banning of Business.]

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2022/ 04 दिनांक: 27.09.2022

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.

विषय: **Amendment in the meaning of "Similar nature of work"**

महाशय,

As approved by Director (Technical) vide N/S No. CIL/GM(CMC)/2022/1832 dated 26.09.2022, the meaning of, "similar nature of work" provided in Chapter 3 & 6 of Contract Management Manual (CMM) is amended as below:

Existing Provision	Amended Provision
Chapter -3 (Transportation) Similar nature of works shall mean: Transportation/Removal of Coal/ Overburden / Shale /Extraneous materials / Sand etc. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.	Chapter -3 (Transportation) Similar nature of works shall mean: **Loading and / or** Transportation **of coal,** /~~Removal~~ **Excavation and / or Transportation of Coal /** Overburden/ Shale/Extraneous materials/Sand/ **Metals / Minerals** etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.
Chapter-6 (Hiring of HEMM) Similar nature of works shall mean: Excavation & transportation of soil/overburden/shale/minerals etc. by mechanized means or Extraction of coal by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.	Chapter-6 (Hiring of HEMM) Similar nature of works shall mean: Excavation & transportation of **coal /** soil/overburden/shale/ **metals** / minerals etc. by mechanized means ~~or Extraction & Transportation of coal by mechanized means~~. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.

This is for your information and needful actions on your end.

भवदीय,
27/09/2022
GM (CMC)
CIL

प्रतिलिपी:
1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. TS to D(T), CIL
4. Office file

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2022/11 दिनांक: 19.10.2022

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.

विषय: **Amendment in the meaning of "Similar nature of work"**

महाशय,

Amendment in the meaning of "Similar nature of work", in Chapter 3 & 6 of Contract Management Manual (CMM), approved by Director (Technical), was communicated to the subsidiaries vide Ref. No. 04 dated 27.09.2022.

Subsequent to the above, MCL initiated a note, seeking clarification regarding the scope of the work pertaining to *"metal"* in the amended provisions. To bring in more clarity, Director (Technical), CIL has now approved following further amendment in the meaning of, "similar nature of work" provided in Chapter 3 & 6 of Contract Management Manual (CMM):

Existing Provision	Amended Provision
Chapter -3 (Transportation) Similar nature of works shall mean: Loading and / or Transportation of coal, Excavation and / or Transportation of Coal / Overburden/ Shale/Extraneous materials/Sand/ Metals / Minerals etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. .... Works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. ..... Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT. [In case of JV, Work Experience shall be met collectively by all the members.]	Chapter -3 (Transportation) Similar nature of works shall mean: Loading and / or Transportation of coal, / Excavation and / or Transportation of Coal / Overburden/ Shale/Extraneous materials/Sand/ ~~Metals~~ **Ore** / Minerals etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. .... ~~Works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.~~ ..... Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT. [In case of JV, Work Experience shall be met collectively by all the members.]

Chapter-6 (Hiring of HEMM) Similar nature of works shall mean: Excavation & transportation of coal / soil/overburden/shale/ metals / minerals etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. ..... Works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. ..... Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT. [In case of JV, Work Experience shall be met collectively by all the members.]	Chapter-6 (Hiring of HEMM) Similar nature of works shall mean: Excavation & transportation of coal / soil/overburden/shale/ ~~metals~~ **ore**/ minerals etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity. ..... ~~Works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.~~ ..... Note: The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT. [In case of JV, Work Experience shall be met collectively by all the members.]

This is for your information and needful actions on your end.

भवदीय,

GM (CMC)
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. TS to D(T), CIL
4. Office file

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)

Office of HOD (Finance) I/C

पत्रांक/Ref. No.: ECL/HQ/HOD(F)/CONTRACT MANAGEMENT/ दिनांक/Date:22/12/2022

To
All CGSs,
HoDs (Fund).
Dear Sir,

It is observed that Bank Guarantees are allowed to lapse as they are not encashed/renewed within the due date of expiry at Headquaters . An intimation is being regularly provided to HoDs of all concerned depts at Headquaters from the undersigned but there is no response to such communication. Director (Finance) ECL has reviewed the Bank Guarantee status at ECL Hqs and has expressed his concern and displeasure over the present state of affairs. Hence, it has been advised to strictly adhere to the clause no 23.1 Finance manual to protect the interest of the company.

As per 23.1 (i) which reads as follows : **"The concerned accounts officer of the Area / Sub Area / Sales Account, should , on receipt of the documents as security from the executives , arrange for their proper custody . For this purpose, these documents should be entered in a register vide proforma in R-12 and then passed on to the cash section for safe custody . The said accounts officer concerned will also arrange for regular review of the documents in each month with particular reference to the date of validity of the documents and in all such cases where the period of validity of the document is to expire within next two months, the concerned executive authorities should be intimated vide proforma at Annexure –X1. The accounts officer concerned should ensure that all such documents which neither revalidated nor advised for release by the executive authority before one week of the expiry period , should invariably, be negotiated for encashment under intimation to the concerned executive authority".**

Hence, it is advised to all concerned that Bank Guarantees should be encashed according to the above clause if there is no response from the concerned departments. Any litigation due to such encashment has to dealt by the concerned departments and Finance Dept should not be held responsible for the same.

It also needs to be ensured that henceforth all Bank Guarantees to be received by ECL should be encashable within the Asansol Zone.

A status report in to be submitted to the TS to D(F) , ECL, with a copy to the undersigned within 15 days

All executives/ Cmrl Deptt

Yours Faithfully,

22/12/22

HOD (Fin) I/C , ECL HQ.

Cc: 1.TS to CMD ECL,
2.TS to D(T)PP, TS to D(T)OP, TS to D(P) ,ECL.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	**संविदा प्रबंधन प्रकोष्ठ** **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2022/23 दिनांक: 28.12.2022

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: Amendments in Vocational Training and Safety requirements – Chapter 3 & 6 of Contract Management Manual (CMM)

महाशय,

A proposal initiated by WCL on the subject matter was put up in the 296th meeting of CFDs, CIL held on 19.12.2022.

As communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2022:29815 dated 27.12.2022, CFDs, CIL, in the 296th meeting of CFDs, CIL held on 19.12.2022 have approved amendments in Vocational Training and Safety requirements – Chapter 3 & 6 of Contract Management Manual (CMM) as mentioned in attached Annexure-A.

This is for your information and further needful actions.

भवदीय,

28/12/2022

GM (CMC)
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. ED (S&R), CIL
4. TS to D(T), CIL
5. Office file

Annexure-A

Amendments approved in the 296th meeting of CFDs, CIL – Vocational Training and Safety requirements – Chapter 3 & 6 of Contract Management Manual (CMM)

Existing Clauses of Chapter 3 & 6 of Contract Management Manual (CMM)	**Approved amendments** Clauses of Chapter 3 & 6 of Contract Management Manual (CMM)
VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.	VOCATIONAL TRAINING AND SAFETY REQUIREMENTS.
A. VOCATIONAL TRAINING	A. VOCATIONAL TRAINING
1. OBLIGATION ON THE PART OF CONTRACTOR.	1. OBLIGATION ON THE PART OF CONTRACTOR.
i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per V.T. rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per V.T. Rule for the period of training concerned.	i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per Vocational Training Rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.
ii) The Contractor shall pay stipend to the entitled trainees as per V.T. rule for the entire period of training through Bank. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.	ii) The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training. In case of failure to pay stipend, the employer shall pay the same to trainees who complete training successfully. Payment so made, shall be recovered from the bill of the Contractor.
iii) The cost of stipend to impart Vocational Training, may be included in the Biddersquoted Price.	iii) The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.
iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The Contractor	iv) Contractor shall receive training card/ certificate for trained persons, from the employer's training centre. The Contractor shall maintain record of such trained persons

shall maintain record of such trained persons with copy of certificate. A copy of certificate shall be submitted to the Engineer-In-Charge. Only trained persons shall be deployed for the contracted work.

v) The Contractor shall arrange training on simulation and 3D Virtual Reality System.

2. OBLIGATION ON THE PART OF EMPLOYER.

i) The employer shall arrange vocational training at the employer's training Centreas may be required in conformation with V.T. Rule and the nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photograph shall be maintained.

ii) The employer shall ensure payment of stipend to trainees, completing training successfully.

iii) Employer shall ensure that only trained persons are deployed at work site duringthe contract period.

B. SAFETY REQUIREMENTS

The Contractor shall comply with provisions of this agreement, applicable laws, guidelines of DGMS and conform to Standard Industry Practice for securing the safety of mines, equipment and individual on or about the site. The Contractor shalldevelop, implement and administer a surveillance and safety programme for providing a safe environment on or about the mines. Safety measures shall be implemented during entire contract period or extended period. Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

with copy of certificate. A copy of certificate shall be submitted to the Engineer-In-Charge. Only trained persons shall be deployed for the contracted work.

v) The contractor at their own cost, shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.

vi) The Contractor shall ensure that only trained and skilled persons are deployed at work site during the contract period.

2. OBLIGATION ON THE PART OF EMPLOYER.

i) The employer shall arrange vocational training at the employer's training Centre as may be required in conformation with V.T. Rule andthe nature of work. Certificate to workers, completing training successfully shall be issued. Record of such trainees with their photograph shall be maintained.

B. SAFETY REQUIREMENTS

1.

i) The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the jobs & activities related to this contract strictly as per the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about the site of operation/activities of the contract.

The Contractor shall through its Board of Directors/Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management,

The Contractor shall impart safety training to its employees and shall at all times be responsible for observance of safety procedure by its employees and agents.

The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Employer. The Contractor shall also comply with the provisions of Mines Acts and rules made thereunder.

All cost or expenses arising out of or relating to safety requirement shall be borne by the Contractor.

Safety requirements to be complied:

General Aspect.

i) Contractor shall submit list of persons deployed for the work. No person shall be deployed for the work without knowledge of the Authority.

ii) All employees deployed for the work shall undergo IME and PME as per statute and the record of the same shall be maintained in the office of Manager.

iii) Contractor shall maintain form 'A' of his Employees and a soft copy shall be submitted to the Engineer-In-Charge.

iv) Contractor shall issue "Identity Card" with photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each employee. The Drivers / employees shall carry original identity card, while on work and produce for inspection whenever required.

v) Daily attendance shall be marked in Form D for IN and OUT.

vi) Safety requirement shall be exercised round the clock. In case of non- compliance of safety requirements or any specific instruction given in writing by the Engineer-In-Charge, the operation may be suspended till such non-compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-In-Charge shall have right to suspend the work.

vii) Safe Operating Procedure (SOP)/Code of control, supervision or direction of all the jobs & operation/activities assigned in this contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to the Engineer- In-charge, who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or appropriate Government Authorities.

ii) The Contractor shall develop, implement and administer a surveillance, safety and health programme for providing a safe environment on and about the mine / site. Contractor shall provide relevant workplace safety and health hazards awareness and training to his workers prior to commencing and as work progresses. Such safety & health measures shall be implemented by the contractor during entire contract period or extended period.

iii) Safety requirement include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response.

iv) The contractor shall at all times be responsible for observance of safety procedure by its employees and agents.

v) The Contractor shall comply with the instructions issued by appropriate Government Authority and directions of Employer.

vi) "All cost or expenses arising out of or relating to compliance of safety requirement & up-skilling of his employees shall be borne by the Contractor."

vii) Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.

viii) All employees deployed for the work shall undergo Initial Medical Examination - IME and Periodical Medical Examination - PME as per statute and the record of the same shall be maintained by the contractor and copy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.

ix) Contractor shall issue "Identity Card" with

Practice/traffic rule for the work shall be prepared and shall be displayed in working place/important places in languages understood by the workers. Risk assessment shall be conducted and safe method to deal the same shall be carried out. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent person to ensure working as per statute and SOP.

viii) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs.

ix) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 and modifications thereof.

x) Contractor shall submit list of all accidents and analysis thereof.

xii) Contractor's workers shall not remain unattended on the floor of the working face. Breakdown in mines shall be attended by competent supervisor.

xiii) Contractor shall provide roadworthy vehicle/pick up van for movement of maintenance/operator.

Safety requirement for equipment, vehicles and machinery:

All equipment shall be provided with adequate safety features as per DGMS Circulars. The operator's seat should be ergonomically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise.

All equipment and vehicles shall have Audio Visual Alarm (AVA), rear view camera, proximity detection device, additional warning system for operator's fatigue, rear vision system, efficient brake, turbo charge guard, front and rear light, speed retarder etc. to conform to DGMS requirement.

The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliant. Vehicles shall be fitted with Antiskid and Tail end protection system.

photograph duly attested mentioning Name of Contractor, Name of employee, Designation, DOB, Date of IME/PME, VTC and period of validity etc. to each of his employees. The contractor shallensure that his employees shall carry original identity card, while on work and produce for inspection whenever required.Contractor shall maintain Form 'A' of his employees and a soft copy shall be submitted to the Engineer-In-Charge. Daily attendance of contractor employees shall be marked in Form 'D'for IN and OUT.

x) Contractor shall establish effective ongoing communication and co- ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks related to the assigned work & the site.

xi) Safety requirement and safe work practices shall be exercised round the clock. In case of non-compliance of safety requirements and safe work practices or any specific instruction given in writing by the Engineer-In-Charge, the operation may be suspended tillsuch non-compliance is rectified. In case of repeated violation of safety requirements, serious in nature, the Engineer-In-Charge shall have right to suspend the work.

xii) Safe Operating Procedure (SOP)/Code of Practice (COP)/traffic rule for the work shall be prepared by the contractor and after the approval of the Mines Manager, these shall be displayed in working place/important places in languages understood by the employees and these shall also be handed over to concerned employees by the contractor under proper record. Copy of SOP and site-specific Code of Practice shall be given to the EIC/Authorized Representative. Contractor shall deploy qualified and competent persons to ensure proper management andsupervision on the work as per statute and SOP.

xiii) Contractor shall ensure that the installation, running and maintenance, in safe working order, of all machinery in the mine deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All these competent persons shall also be authorized

In case of surface miner there shall be automatic water sprinkling arrangement and suitable firefighting arrangements. All drills shall be with wet drilling system and portable fire extinguisher.

Road Worthiness of Vehicle:

All vehicles shall maintain / carry - (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate, (d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (f) Any other requirement as per RTO.

The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.

by the mine manager.

All these competent persons shall be trained by the contractor.

Competency of the Operators and Drivers of HEMM and machinery shall be evaluated by a Evaluation Board constituted by the Mine management in accordance with Coal Mines Regulation 2017 and its amendment thereof before their actual deployment in the mine. Such evaluation shall be done through a specified SOP.

xiv) Contractor shall ensure that the competent persons authorized by Mine Manager are deployed as in-charge(s) of his machines, vehicles, equipment,HEMMs etc., and shall ensure that before commencing work these are inproper & safe working order. In respect of electrical machinery, machine-parts, plant, work-shop etc, such competent personshall be an engineer or electrician holding qualifications as specified in Central Electricity Authority (Measure relating to Safety and Electric Supply) Regulation, 2010 and amendments thereof. These authorized competent person(s) shall record the result of such checking & examination in bound paged book(s) kept for the purpose, which shall be verified by the authorized representative(s) of Engineer-In-Charge of this contract.

xv) Contractor shall ensure Group Insurance for all employees for a minimum coverage of Rs. 15 Lakhs or any amount revised from time to time.

xvi) Contractor shall ensure that working hours for his employees comply with relevant sections of Mines Act 1952 amended from time to time and amendments thereof.

xvii) Contractor shall ensure the arrangements for reporting workrelated injuries and diseases, ill health and incidents among his workers while performing work in the mine. Contractor shall submitlist of all accidents and analysis thereof.

xviii) Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the contractor.

2. Safety requirement for equipment, vehicles

	and machinery: i) All equipment shall be provided with adequate safety features as per relevant statutes and instructions thereunder communicated from time to time. The operator's seat should be ergonomically designed. Operator's cabin shall be air-conditioned and substantially strong to protect operator from dust, heat and noise and flying object protection. Contractor shall ensure that all equipmentand vehicles deployed by him shall have Audio Visual Alarm (AVA), rear view camera, proximity detection and warning device, additional warning system for operator's fatigue, rear vision system, efficient brakes, turbo charger guard, front and rear light, speed retarder, Semi/AFDSS, Seat belt & its reminder system, Dump body Stabilizers, Auto Dipping, Cabin guard extension etc. to conform to the relevant statute. ii) Contractor shall deploy only those equipment, HEMM, trucks, tippers,vans and vehicles etc. in the mine which are designed so as to affordthe respective operator a clear and uninterrupted vision all around while in operation. iii) Contractor shall ensure that all these machineries which are used in mine shall be fitted with such safety features or devices as stipulated in the Gazette notification no. G.S.R. 987(E) issued on dated 01.10.2018, its amendments and related DGMS Circulars issued from to time. Contractor shall also ensure that the fitment of safety features with minimum design requirements as mentioned in the DGMS Circular no. 06 of 2020 dated 27.02.2020, are provided and maintained in safe working order in respect of the machineries iv) The transport vehicles shall have limiting speed device and load indicator and recorder. These shall be incorporated with AVA with sound level 5-20% higher than ambient noise level. The AVA should be of IP-67 compliant. Vehicles shall be fitted with Antiskid and Tail end protection system. v) In surface miner shall have automatic water sprinkling arrangement and suitable firefighting arrangements. vi) Contractor shall ensure that truck mounted drill machines designed for tube well drilling for sources of water shall not be used and

only proper type of blast hole drill machine, especially designed for miningpurpose, shall be used in the mine. All drills shall be fitted with portable fire extinguisher and wet drilling system shall be functional when deployed in drilling operation.

vii) Contractor shall ensure that all machinery and plant used in connection with this contract are of good design, sound construction,and suitable material, adequate strength, free from patent defect and are properly maintained. Contractor shall ensure that no person except an engineer or other competent person under his supervisionshall undertake any work on such machinery, plant and workshop jobs in which technical knowledge or experience is required.

viii) Contractor shall ensure that only such fitters or mechanics possessing driver's or operator's license, shall be deployed in mine to carry out test-run of such machineries deployed by him.

ix) Contractor shall ensure that no person other than the operator or any person so authorized in writing by the mines manager shall be allowed to ride on a heavy earth moving machinery deployed in connection with this contract.

3. Road Worthiness of Vehicle:

i) Contractor shall provide roadworthy transport vehicle / pick-up van formovement of his maintenance crews and operators of equipment, machine, vehicles. These vehicles shall have limiting speed device and recorder. These vehicles and all other maintenance & Service Van /vehicles deployed by the contractor shall be fitted with standard safety features required by the relevant statute. All such vehicles shall maintain / carry - (a) RC Book, (b) Valid Insurance, (c) Valid Pollution Clearance Certificate(d) Valid Fitness Certificate, (e) Operation Manual &Maintenance Manual, (f) Any other requirement as per RTO.

ii) The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good working condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his

representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.

4. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Traffic Rules, Standard operating Procedures, instructions given by Engineer-in-Charge/Mine Manager / site in-charge(s) etc., the following sanctions and penalties shall be applicable on the contractor:

i) The authorized mine officials shall have the right to stop the work related to this contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person or machine which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. If any dangerous condition & operation in the work place of the contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.

ii) Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men, machineries, activities of this contract.

iii) In case of repeated violations involving non-compliances of provisions related to discipline, safety and health of men and machineries deployed by the contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the company through its Engineer-In-Charge shall levy the compensation from the contractor's bills for the losses incurred by the company on account of such suspensions.

iv) Recurrence of same violation more than 3 (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value

	of work per hour shall be derived from the contract value excluding GST by dividing it with contract period in hours, as per LoA / Work Order. The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the total contract value and shall be apart from other penalties as applicable under GTC Clause- 6.2(iv). The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2022/24 दिनांक: 29.12.2022

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDI

The General Manager, NEC.

विषय: Settlement of commercial disputes between Central Public Sector Enterprise (CPSEs) inter se and CPSE(s) and Government Department(s)/ Organisation(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in Contract Management Manual, Chapter 2, 3 & 6 - Regarding

महाशय,

Please find attached DPE OM No.05/0003/2019-FTS-10937 dated 14.12.2022 for kind information. As mentioned the above OM, you are further requested to ensure the inclusion of the clause quoted at Point No. 6 in DPE OM No.05/0003/2019-FTS-10937 dated 14.12.2022 in future as well as on-going contracts.

This is for your information and further needful actions.

This is issued with the approval of the Competent Authority

भवदीय,

29/12/2022

GM (CMC)
CIL

Encl: As above

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM (Civil), CIL
4. TS to D(T), CIL
5. Office file

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	**संविदा प्रबंधन प्रकोष्ठ** **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/29 दिनांक: 19.01.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDI

The General Manager, NEC.

विषय: <u>Modification in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund</u>

महाशय,

Ambiguity of clause pertaining to Provident Fund in Contract Management Manual (CMM) was observed in connection with intensive examination in some of the mines by CTE. Accordingly, a proposal was put up in the 298th meeting of CFDs, CIL held on 13.01.2023.

As communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:29958 dated 19.01.2023, CFDs, CIL in its 298th meeting held on 13.01.2023 have approved modifications in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund.

The approved modifications are enclosed as Annexure – A.

This is for your information and further needful actions.

भवदीय,

20/01/2022
GM (CMC)
CIL

Encl: As above

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. ED (Personnel), CIL
4. ED (Finance), CIL
5. GM (Civil), CIL
6. GM (UMD), CMPDI
7. TS to D(T), CIL
8. Office file

Annexure-A

Modification in Clauses in Chapter 2, 3 & 6 of CMM pertaining to Provident Fund approved in 298th meeting of CFDs, CIL held on 13.01.2023

	Existing Clause	Approved amended clause
Chapter 3 & 6 of CMM Instructions to Bidders Employment of Labour: Clause 28.1	Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. *CIL/ Subsidiary companies shall specify such rates in their bid. Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor. In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may by the Competent Authority annually / as and when asked. Bidder shall also submit copies of statutory returns.	Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid. Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor **which shall be in accordance with the following guidelines:** **1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.** **2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.** **3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.** **In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.**

Chapter 3 Special Terms & Conditions Clause 32.02	The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.	The contractor shall also comply with the provisions of the **CMPF / EPF** and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.
Chapter 2 of CMM Conditions of Contract Clause 13.5	In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.	Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor **which shall be in accordance with the given guidelines:** **1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.** **2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.** **3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.** **In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.** **The contractor shall also comply with the provisions of the CMPF / EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.**

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- बर्धमान, पश्चिम बंगाल-713333
सी.आइ.एन.-
U10101WB1975GOI030295
वेबसाइट- www.easterncoal.nic.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Burdwan, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref. No.: ECL / HQ / CMC / Transport / 2023 / 5006 Date: 24.01.2023

To,
The General Manager,
All Area of ECL.

Sub: Change in modalities of existing discount bid tendering system to open tendering a for longer timeframe for the works of "Transportation of Coal, Sand and Loading of coal by Pay-loader, Excavators in Tippers/Railway Wagons".

Dear Sir,

A proposal for "Shifting from the existing discount bid tenders for a maximum period of one year to calling tender a for longer timeframe for the works of Transportation of Coal, Sand and Loading of coal by Pay-loader, Excavators in Tippers/Railway Wagons" was processed through this office vide e-office file no. ECL/HQ/CMC/Tranp/4888 & Computer no. 857648 for obtaining the competent approval. (copy enclosed)

Said proposal was deliberated in the ECFD's meeting held on 09.01.2023 and the approved modalities regarding the subject work has been received through the minutes circulated by Company Secretary, ECL vide ref. no. ECL/CS/27 (Z-8)/1st of 2023/4, dated 17.01.2023 which is reproduced as below: (copy of the complete minutes of the meeting is enclosed for kind ready reference)

".....ECFDs after detailed deliberations directed to invite competitive bids on percentage basis through open tender for a minimum period of two years on estimates prepared as per approved SOR w.r.t works for Transportation of coal. sand, and loading of coal by Payloader/Excavators on Tippers & Wagons. However, in case of exigencies Discount Bidding system will be available as a stop-gap arrangement for a maximum period of 6 months at Area level.....".

Hence, all the tenders for the works of "Transportation of Coal, Sand and Loading of coal by Pay-loader, Excavators in Tippers/Railway Wagons" may be called & finalized in accordance with the competent directive as stated above.

This is for your kind information and for further necessary action please.

Yours faithfully,

24/01/23

General Manager,
CMC, ECL

Encl.: Minutes of ECFDs meeting as mentioned above.
Distribution:

1. C M D, ECL –for kind information
2. D(P)/D(F)/D(T) OP/ D(T) P&P, ECL for kind information
3. GM (IE), ECL – For Optimal allocation of sand from the river ghats to the Sand bunkers for the longer time frame matching with tendering time frame as per the referred Competent Directive.
4. GM (P&P), ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- बर्धमान, पश्चिम बंगाल-713333
सी.आइ.एन.-
U10101WB1975GOI030295
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EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Burdwan, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref. No. ECL / HQ / CMC / Transport / 2023 / 5016 Dated 31.01.2023

To
General Manager(s),
All Area, ECL

Sub.: Creation of Buyer IDs on GeM portal for floating and finalizing tenders on GeM portal.

Dear Sir,

A circular vide ref. no. DT/CIL/2023, dated 27.01.2023 regrading regarding procurement of Goods / Services through GeM Portal, has been issued by Director (T), CIL wherein it is stated that *"all service tenders shall be compulsorily floated on GeM portal"*. (copy enclosed for ready reference)

Further, during a review meeting taken by Secretary (Coal) on procurement (Goods and Services) on GeM portal on dated 30.01.2023, it was advised to make necessary arrangements for floating of tenders of Mining Operation on GeM portal and that to tentatively by 01.04.2023.

For floating the tenders on GeM portal, Buyer ID is required and for creating of Buyer ID on GeM portal, competent approval for the concerned Director is required as per directive of GM (CMC), CIL vide ref. no. CIL / GM (CMC) / 2021 / 1271, dated 11.03.2021 and thereafter Buyer ID will be created by the Primary Buyer of ECL i.e. GM (MM), ECL. (copy enclosed for ready reference)

For creation of Buyer/Consignee ID on GeM portal following information is required:

Name of executive	
Designation	
EIS No	
e-mail ID (at coalindia.in)	
Aadhar no.	
Mobile no. (linked with Aadhar)	
Role To be Allotted	

Accordingly, All Area General Manager (s) are hereby requested to instruct/direct Area Manager (PC&D) / Staff Officer (Min.) for initiating proposal for creation of IDs on GeM portal of all concerned officials involved in service tendering duly filled in the format as stated above, so that all the service related tenders could be called and finalized on GeM portal without any delay.

Enclosure: As above

Yours faithfully,

31/01/23

General Manager (CMC)

CC:
1. Director (T) OP, ECL
2. Director (T) P&P, ECL
3. TS to CMD, ECL

} For kind information please.

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
संविदा प्रबंधन प्रकोष्ठ
Website www.easterncoal.nic.in
Email id: cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295

ECL/HQ/CMC/106

Date 17.02.2023

To

All Area General Managers
ECL

Subject: Compliance of the directive of Secy (Coal), GOI & CIL Board.

Ref: This office earlier e-mail dated 15.02.23 time 02:02 PM enclosing therewith this office letter No. ECL/HQ/CMC/94 Date 14.02.23 and letter No. सी.आई.एल/महाप्र(सप्रप्र)/2023/31 dated 14.02.2023 issued by GM(CMC), CIL

Dear Sir,

Further to the above referred email/ letters containing competent directive in this regard already sent to your good offices, it has been observed that proposals are still being received from few Areas, containing inter-alia extension of time of existing awarded HOE contracts having old PVC formula.

In order to avoid inadvertent similar omission, essential aspects of the directives of the competent authority conveyed vide the referred e-mail are being reiterated:

1. Specific attention is drawn towards point No. 3 of said referred letter of the GM (CMC), CIL, conveying the directive of Secy (Coal), GOI, which is excerpted below for your ready reference and compliance:
   Quote
   2.5 It was agreed that the existing contracts will not be renewed or extended for further duration. New tenders will be floated to replace existing contracts for appointment of contractors.

   :Unquote

Accordingly, the existing HOE contracts having old PVC formulae, are not to be considered for any further extension of time but rather action for calling a new tender, based on the requirement, may be initiated in order to adhere to above directive.

2. Apropos to point No. 5 of the said referred letter of the GM (CMC), CIL, necessary action jointly with the concerned working contractor may be taken with intimation to TAA.

Continued to page 2

List of the awarded HOE contracts of ECL having old PVC formula, applicable for above directives, are being enlisted in the separate enclosure (indicated as annexure 1) for immediate ready reference and necessary action.

Yours Faithfully

15/02/23

General Manager (CMC)

Copy to:

1. HOD (F) / GM (IED) / GM (P&P), ECL
2. AF to D(T)OP

Copy forwarded for kind information to: -

1. CMD, ECL
2. D(T) OP / D(T) P&P / D(F), ECL

Annexure-I

List of existing awarded HoE contracts having old Price variation Clause (PVC) formula of ECL.
(With reference to letter No. सी.आई.एल/महाप्र(संप्रप्र)/2023/31, dated 14.02.2023 issued by HOD (CMC), CIL)

Sl. No.	Name of Area	Name of Patch/ Area	Name of contractor	Duration (month of start of work)
1	Pandaveswar	Madhaipur OC Patch of Pandaveswar Area	M/s Pandaveswar Mining and Industrial Works.	3 Yr. / Jan'17
2	Bankola	Nakrakonda Kumardihi B Bankola Area	M/s.BGM & M-RPL-JMCT(JV),	13 Years /Aug 20
3	Kajora	Parascoal east OCP (H), Kajora Area	M/s BLS(JV)	5 Years / Not started
4	Kenda	Bonbahal OC Patch	M/s.SGC AND ARETPL(JV)	4 Years / Feb 21
5		C.L Jambad OC Patch	M/s.BPCPL AND ARETPL(JV)	5Years/Dec21
6		Siduli (Q1&Q2) OC patch, Kenda Area	M/s BPCPL	4 Year /Not Started
7	Kumustoria	Bansra OC Patch, Kumustoria Are	M/S KMC-R&H-RREPL	04 yrs Aug,18
8	Soncpur Bazari	Sector-2A (Part-B) Soncpur Bazari	M/s. Mahalaxmi-Nilkanth (JV)	8 Yrs. June' 15
9		Sector 2B of S.B Area	M/s.MIPL-NILKANTH(JV)	7 Yrs./ May 19
10		Dragline Patch in S.B. Area	M/s CMATPL	3 yrs/Jan 2020
11		Quarry 1A, 2A (P), 2C & 2D combine OC patch	M/s CMATPL	5Yrs/Jan 2022
12	Satgram	Amkola OC Patch	M/s. BPCPL-ARETPL(JV),	7 Years / Aug 20
13	Sripur	Bhanora OC Patch (Charanpur) of Sripur Area	M/s STA-CC (JV)	6 Years / Not started
14	Salanpur	Mohanpur Expansion OC patch (Phase-II)	M/s.AIAEPL-AT(JV),	14 Years / Jan 22
15		Itapara OC Patch	M/s. OTIF-UPB(JV)	6 Years / June 18
16		Gourandih-Begunia OC Patch	M/s. AMPL	13 Years/July 18
17	Mugma Area	Nirsha OC Patch of Mugma Area	M/s.LIPL-ANRPL(JV),	8 Years / July 18
18		Kapasara OC Patch	M/s.STA-BGM&M-SRSC(JV),	10 Years / Sep 18
19		Chapapur-II (Quarry No.10) OC Patch of Mugma Area	M/s.Tycoons Industries Private Limited	4 Yrs. July 16
20	Rajmahal	RAJMAHAL EXPANSION OCP(17 MTY)	M/s RCML	12 Yrs 6 Months. July 2013
21		348.30 L.Cum OB of RCML Patch	M/s. AMPL	3 Yrs. Nov'18
22		Chotabhorai OC Patch	M/s.BLS(JV)	8 Yrs. Jan'21
23	SP Mines	45.72 L.Cum OB at Chitra East OC Patch	M/s.SC-BPCPL(JV)	04 Years,Nov2021

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
संविदा प्रबंधन प्रकोष्ठ
Website www.easterncoal.nic.in
Email id: cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295

Ref: ECL/HQ/CMC/94

Date :14.02.2023

To,
The General Managers
All Areas, ECL

Sub: Implementation of New Formula of Price Variation Clause (PVC) in existing contracts with old PVC formula.

Ref: Letter No. सी.आई.एल/महाप्र(संप्रप्र)/2023/31, dated 14.02.2023, issued by GM (CMC), CIL

Dear Sir,

Please find enclosed herewith the referred letter regarding the subject matter, contents of which are self-explanatory. (Copy enclosed for ready reference)

In view of the above, it is requested all concerned to comply with the directive of Secy (Coal), GOI and CIL Board as mentioned in the above referred letter.

Yours Faithfully

14/02/23

General Manager (CMC)

Encl: a.a.

Copy forwarded for kind information to:-

1. CMD, ECL
2. D(T) OP / D(T) P&P / D(F), ECL

Copy to:

1. HOD (F) / GM (IED) / GM (P&P), ECL

G20	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2023/ख। दिनांक: 14.02.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: Implementation of New Formula of Price Variation Clause (PVC) in existing contracts with old PVC formula

महाशय,

A Committee was constituted to examine the various representations in respect of matter relating to implementation of the revised escalation/de-escalation formula for various mining contracts finalized by different subsidiary companies and suggest suitable measures. The recommendations of the committee are quoted below:

Quote:

a) *New PVC formula approved for future contracts in 270th meeting of CFDs of CIL held on 25.11.2021 may be implemented in existing contracts also*

b) *Escalation / de-escalation payment up to & including April 2022 may be based on the formula provided in the agreement / bidding document.*

c) *Escalation / de-escalation payment for the month of May 2022 and onwards may be based on the new PVC formula approved for future contracts in 270th meeting of CFDs of CIL.*

(d) *The base date for diesel rate/litre, wages etc. may be 1st April, 2022.*

d) *Whenever, diesel rate/litre goes below the rate as on 1st April, 2022, the escalation / de-escalation payment may be as per original PVC formula. However, in cases where the rate of diesel goes above the diesel rates of 1st April 2022, the new PVC formula may be applied.*

e) *Based on above, amendment to individual contracts may be executed by respective subsidiary companies.*

:Unquote

The new PVC formula mentioned above was communicated to the Subsidiaries vide letter No. 1580 dated 17.11.2021 (ratified in 270th meeting of CFDs CIL held on 25.11.2021) and also included in Chapter 6 of CMM, updated up to April 2022.

2. CIL Board in its 441st meeting held on 22.05.2022 agreed to the above methodology recommended by the Committee.

3. The subject issue was also discussed in a meeting held on 20.12.2022 under the chairmanship of Secretary, Coal; the minutes of the meeting mentions the following:

Quote:

2.5. It was agreed that the existing contracts will not be renewed or extended for further duration. New tenders will be floated to replace existing contracts for appointment of contractors.

:Unquote

4. Subsequently, a proposal on the subject matter was placed for deliberation in the 449th CIL Board meeting held on 31.01.2023. As communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04112:2023:30046 dated 13.02.2023, CIL Board in its 449th meeting, after detailed deliberations, accorded their approval for implementation of the above methodology to be adopted by CIL for the existing contracts finalized by CIL subsidiary companies without setting any precedence.

5. Modality for implementation of recommendation at "e": Based upon the request submitted to the Engineer-in-Charge by the contractor of the identified HoE contract (governed by Chapter 6 of CMM), asking for implementation of new PVC clause in their contract, a new supplementary agreement shall be executed between the concerned contractor and the Company with intimation to TAA in line with the attached specimen **(Annexure-A)**.

This is for your information and for compliance of the directives of Secy (Coal), GoI & CIL Board.

भवदीय,
14/02/2023
HoD (CMC)
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. Company Secretary, CIL
4. GM (System), CIL with a request to upload the document on CIL website
5. TS to D(T), CIL
6. Office file

Annexure-A

SUPPLEMENTARY AGREEMENT (SPECIMEN)

This amendment in terms of Supplementary Agreement is between _____(company) and _____ (contractor) who are parties to the _____ (Original Agreement) dated _____ a copy of which is attached as Exhibit A.

In the context of the joint representation from the Working Contractors of CIL received on 30th Oct.'2021 and based on the report submitted by NPC, a new formula in Price Variation Clause (PVC) was approved by CIL on 25th Nov.'2021 for future tenders including tenders in which bid submission has not been completed. The same revised formula in PVC clause was approved by CIL for existing contracts without setting any precedence, taking into consideration the unprecedented increase in the price of diesel, energy security of the nation and high demand for coal vide order No. _____ dated _____.

Accordingly, pursuant to Clause No. _____ of Section _____ and Clause No. _____ of Section _____ of the original Agreement relating to escalation / de-escalation of prices, the parties wish to amend the Terms & Conditions of the Agreement as follows:

A. Clause No. [19.02] shall be amended by adding the following:

The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

Clause No. [19.04]_shall be amended by adding the following which shall be effective only when the average diesel price of the considered month is more than the price of diesel as on 01.04.2022. However, the price variation as per this amendment shall be made applicable on and after 01.05.2022.

If and when the average diesel price of considered month goes down to less than or equal to the price of diesel as on 01.04.2022, the clauses as applicable in the original contract shall again come into effect.

The Payment for price variation shall be done as follows:

Price Variation on account of diesel, wages and other components shall be governed by the following formula:

$$= R' \times [\{a' \times (D'_1 - D'_0)/D'_0\} + \{b' \times (W_1 - W'_0)/W'_0\} + \{c' \times (M'_1 - M'_0)/M'_0\}]$$

where,

R' (derived rate as on 01.04.2022)

$= R + [R \times a \times (D_1 - D_0)/D_0] + [R \times b \times (W_1 - W_0)/W_0] + [R \times c \times (M_1 - M_0)/M_0]$

given that

i) R = Awarded Rate in Rs/Cu.M for excavation cum removal/transportation of OB (including drilling) (First Dig or Loose Dumped).

ii) D_0 = Base price of diesel corresponding to the last date of submission of Bid.

iii) D1 = Price of diesel on 01.04.2022.

iv) a = 0.30 for diesel component or the old component as per original agreement expressed as percentage of total value of work.

v) W_0 = All India Consumer Price Index for Industrial Workers (CPI(IW)) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission, whichever applicable.

vi) W_1 = Average All India Consumer Price Index for Industrial Workers (CPI(IW)) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

vii) b = 0.10 for 'other components (wages)' or the old component as per original agreement expressed as percentage of total value of work.

viii) M_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

ix) M_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by

RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

x) c = 0.15 for 'other components' or the old component as per original agreement expressed as percentage of total value of work.

xi) a' = 0.56 for diesel component expressed as percentage of total value of work.

xii) D_0' = Price of diesel as on 01.04.2022.

xiii) D_1' = Average price of Diesel corresponding to period of variation within the period under consideration after 01.05.2022.

xiv) b' = 0.09 for 'other components (wages)' expressed as percentage of total value of work.

xv) W'_0 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, as applicable on 01.04.2022.

xvi) W'_1 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

xvii) c' = 0.04 for 'other components' expressed as percentage of total value of work.

xviii) M'_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, as applicable on 01.04.2022.

xix) M'_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

B. Clause No. [32.02] shall be amended by adding the following:

The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

Clause No. [32.04] shall be amended by adding the following which shall be effective only when the average diesel price of the considered month is more than the price of diesel as on 01.04.2022. However, the price variation as per this amendment shall be made applicable on and after 01.05.2022.

If and when the average diesel price of considered month goes down to less than or equal to the price of diesel as on 01.04.2022, the clauses as applicable in the original contract shall again come into effect.

The Payment for price variation shall be done as follows:

(a) Excavation, Removal & Transportation of Overburden

Price Variation on account of diesel, wages and other components shall be governed by the following formula:

$= R' \times [\{a' \times (D'_1 - D'_0)/D'_0\} + \{b' \times (W_1 - W'_0)/W'_0\} + \{c' \times (M'_1 - M'_0)/M'_0\}]$

where,

R' (derived rate as on 01.04.2022)

$= R + [R \times a \times (D_1 - D_0)/D_0] + [R \times b \times (W_1 - W_0)/W_0] + [R \times c \times (M_1 - M_0)/M_0]$

given that

i) R = Awarded Rate in Rs/Cu.M for excavation cum removal/transportation of OB (including drilling) (First Dig or Loose Dumped).

ii) D_0 = Base price of diesel corresponding to the last date of submission of Bid.

iii) D_1 = Price of diesel on 01.04.2022.

iv) a = 0.30 or the old component as per original agreement for diesel component expressed as percentage of total value of work.

v) W_0 = All India Consumer Price Index for Industrial Workers (CPI(IW)) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission, whichever applicable.

vi) W_1 = Average All India Consumer Price Index for Industrial Workers (CPI(IW)) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

vii) b = 0.10 for 'other components (wages)' or the old component as per original agreement expressed as percentage of total value of work.

viii) M_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

ix) M_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

x) c = 0.15 for 'other components' or the old component as per original agreement expressed as percentage of total value of work.

xi) a' = 0.56 for diesel component expressed as percentage of total value of work.

xii) D_0' = Price of diesel as on 01.04.2022.

xiii) D_1' = Average price of Diesel corresponding to period of variation within the period under consideration after 01.05.2022.

xiv) b' = 0.09 for 'other components (wages)' expressed as percentage of total value of work.

xv) W'_0 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, as applicable on 01.04.2022.

xvi) W'_1 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

xvii) c' = 0.04 for 'other components' expressed as percentage of total value of work.

xviii) M'_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, as applicable on 01.04.2022.

xix) M'_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

(b) Extraction & Transportation of Coal

Price Variation on account of diesel, wages and other components shall be governed by the following formula:

$$= R' \times [\{a' \times (D'_1 - D'_0)/D'_0\} + \{b' \times (W_1 - W'_0)/W'_0\} + \{c' \times (M'_1 - M'_0)/M'_0\}]$$

where,

R' (derived rate as on 01.04.2022)

$$= R + [R \times a \times (D_1 - D_0)/D_0] + [R \times b \times (W_1 - W_0)/W_0] + [R \times c \times (M_1 - M_0)/M_0]$$

given that

i) R = Awarded Rate in Rs/Cu.M for excavation cum removal/transportation of OB (including drilling) (First Dig or Loose Dumped).

ii) D_0 = Base price of diesel corresponding to the last date of submission of Bid.

iii) D_1 = Price of diesel on 01.04.2022.

iv) a = 0.30 or the old component as per original agreement for diesel component expressed as percentage of total value of work.

v) W_0 = All India Consumer Price Index for Industrial Workers (CPI(IW)) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission, whichever applicable.

vi) W_1 = Average All India Consumer Price Index for Industrial Workers (CPI(IW)) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce,

Govt. of India.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

vii) b = 0.10 for 'other components (wages)' or the old component as per original agreement expressed as percentage of total value of work.

viii) M_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

ix) M_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

x) c = 0.15 for 'other components' or the old component as per original agreement expressed as percentage of total value of work.

xi) a' = 0.46 for diesel component expressed as percentage of total value of work.

xii) D_0' = Price of diesel as on 01.04.2022.

xiii) D_1' = Average price of Diesel corresponding to period of variation within the period under consideration after 01.05.2022.

xiv) b' = 0.15 for 'other components (wages)' expressed as percentage of total value of work.

xv) W'_0 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, as applicable on 01.04.2022.

xvi) W'_1 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

xvii) c' = 0.05 for 'other components' expressed as percentage of total value of work.

xviii) M'_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt.

of India, as applicable on 01.04.2022.

xix) M'_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

(c) Extraction of Coal by Surface Miner

The Payment for price variation shall be done as follows:

Price Variation on account of diesel, wages and other components shall be governed by the following formula:

$$= R' \times [\{a' \times (D'_1 - D'_0)/D'_0\} + \{b' \times (W_1 - W'_0)/W'_0\} + \{c' \times (M'_1 - M'_0)/M'_0\}]$$

where,

R' (derived rate as on 01.04.2022)

$$= R + [R \times a \times (D_1 - D_0)/D_0] + [R \times b \times (W_1 - W_0)/W_0] + [R \times c \times (M_1 - M_0)/M_0]$$

given that

i) R = Awarded Rate in Rs/Cu.M for excavation cum removal/transportation of OB (including drilling) (First Dig or Loose Dumped).

ii) D_0 = Base price of diesel corresponding to the last date of submission of Bid.

iii) D_1 = Price of diesel on 01.04.2022.

iv) a = 0.25 for diesel component or the old component as per original agreement expressed as percentage of total value of work.

v) W_0 = All India Consumer Price Index for Industrial Workers (CPI(IW)) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission, whichever applicable.

vi) W_1 = Average All India Consumer Price Index for Industrial Workers

(CPI(IW)) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

vii) b = 0.05 for 'other components (wages)' or the old component as per original agreement expressed as percentage of total value of work.

viii) M_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

ix) M_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

x) c = 0.15 for 'other components' or the old component as per original agreement expressed as percentage of total value of work.

xi) a' = 0.29 for diesel component expressed as percentage of total value of work.

xii) D_0' = Price of diesel as on 01.04.2022.

xiii) D_1' = Average price of Diesel corresponding to period of variation within the period under consideration after 01.05.2022.

xiv) b' = 0.07 for 'other components (wages)' expressed as percentage of total value of work.

xv) W'_0 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, as applicable on 01.04.2022.

xvi) W'_1 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the pe riod to which escalation / de-escalation relates, as published by CIL.

xvii) c' = 0.01 for 'other components' expressed as percentage of total value of work.

xviii) M'_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, as applicable on 01.04.2022.

xix) M'_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

(d) Loading and transportation of coal extracted by Surface Miner

The Payment for price variation shall be done as follows:

Price Variation on account of diesel, wages and other components shall be governed by the following formula:

$$= R' \times [\{a' \times (D'_1 - D'_0)/D'_0\} + \{b' \times (W_1 - W'_0)/W'_0\} + \{c' \times (M'_1 - M'_0)/M'_0\}]$$

where,

R' (derived rate as on 01.04.2022)

$$= R + [R \times a \times (D_1 - D_0)/D_0] + [R \times b \times (W_1 - W_0)/W_0] + [R \times c \times (M_1 - M_0)/M_0]$$

given that

i) R = Awarded Rate in Rs/Cu.M for excavation cum removal/transportation of OB (including drilling) (First Dig or Loose Dumped).

ii) D_0 = Base price of diesel corresponding to the last date of submission of Bid.

iii) D_1 = Price of diesel on 01.04.2022.

iv) a = diesel component as per original agreement expressed as percentage of total value of work.

v) W_0 = All India Consumer Price Index for Industrial Workers (CPI(IW)) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, related to last date of bid submission, whichever applicable.

vi) W_1 = Average All India Consumer Price Index for Industrial Workers (CPI(IW)) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

OR

Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the period to which escalation / de-escalation relates, as published by CIL.

vii) b = 'other components (wages)' as per original agreement expressed as percentage of total value of work.

viii) M_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, related to last date of bid submission.

ix) M_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

x) c = 'other components' as per original agreement expressed as percentage of total value of work.

xi) a' = 0.37 for diesel component expressed as percentage of total value of work.

xii) D_0' = Price of diesel as on 01.04.2022.

xiii) D_1' = Average price of Diesel corresponding to period of variation within the period under consideration after 01.05.2022.

xiv) b' = 0.25 for 'other components (wages)' expressed as percentage of total value of work.

xv) W'_0 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, published by CIL, as applicable on 01.04.2022.

xvi) W'_1 = Rate of wages including VDA per day of unskilled worker as per HPC recommendations, for the pe riod to which escalation / de-escalation relates, as published by CIL.

xvii) c' = 0.07 for 'other components' expressed as percentage of total value of work.

xviii) M'_0 = All India Whole Sale Price Index for all commodities (WPI) as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, as applicable on 01.04.2022.

xix) M'_1 = Average All India Whole Sale Price Index for all commodities (WPI) for the period to which escalation / de-escalation relates as published by RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

1. PURPOSE:
This Amendment is supplementary to the Original Agreement. The purpose of this Amendment is to reduce the difference between the compensation rendered by the existing Price Variation Clause and the actual financial impact due to rise in price of diesel.

2. INCONSISTENCY:
If there is a conflict between this amendment and the original Agreement, the terms of this amendment will govern.

3. AGREEMENT CONTINUANCE:
Except as expressly modified and supplemented by this Amendment, all other Terms and Conditions in the Original Agreement shall remain in full effect and continue to bind the parties.

This Amendment, together with the Original Agreement, constitutes the Final Agreement of the Parties. It is the complete and exclusive expression of the Parties' Agreement with respect to its subject matter. Neither Party was induced to enter this Amendment by, and neither Party is relying on any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Amendment. Except as set forth expressly in this Amendment there are no conditions precedent to this Amendment's effectiveness.

This Amendment will become effective from the date mentioned in this Supplementary Agreement .

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल-713333 संविदा प्रबंधन प्रकोष्ठ
Website www.easterncoal.nic.in
Email id: cgmcmc.ecl.cil@coalindia.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director Sanctoria, P.O.: Dishergarh, Dist.-Paschim Bardhman, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295

Ref: ECL /HQ / CMC/ 278

Date :05.05.2022

To,
The General Managers
All Area, ECL.

Sub: Extension of new provisions of Chapter 3 & 6 of CMM (reduced Retention Money, Site Change Monthly payment of escalation bills) **in existing contracts**

Dear Sir,

This has reference to the letter issued by GM (CMC), CIL vide CIL / GM(CMC) / 2022 / 1703, dated 03.05.2022 regarding the subject work, CIL Board in its 440th meeting held on 29.04.2022 has approved the following amendments of Chapter 3 & 6 of CMM for the **existing contracts**:

a) The compensation of Price variation may be worked out at monthly intervals with respect to the work done during the previous month and paid monthly.

b) All Running on Account Bills may be paid at 97%. The balance 3% may be treated as Retention Money and will be second part of security deposit.

c) Change of site within the mines of same Area because of geological disturbances, non-shifting of houses, non-availability of FC in time, some EC restrictions etc. may not be considered as radical change in the original scope and nature of the contracted work, for the purpose of clause 5.1 of CMM. Such change of site may not require consent of the Contractor. CFD of the Subsidiary Company may approve change of site in other situations also, depending upon the prevailing local conditions.

However, if change of site relates to mine outside the Area but in the same Coalfield due to situations as enumerated above, be decided by the CFD of the Subsidiary, with the consent of the Contractor.

This is for your information and further necessary action please.

Thanking You

Yours Faithfully

05/05/22

General Manager (CMC)

Copy to:

1. TS to CMD, ECL
2. TS to D(T) P&P / TS to D(T) OP / TS to D(F) / TS to D(P), ECL

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)
CIN: L23109WB1973GOI028844
Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
Phone: 033-71104198
e-mail: gmcmc.cil@coalindia.in

Ref. No: CIL/GM(CMC)/2022/ 1703

Date: 03.05.2022

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.

Sub: Extension of new provisions of Chapter 3 & 6 of CMM (reduced Retention Money, Site Change Monthly payment of escalation bills) in existing contracts

Dear Sir,

The subject matter was submitted for deliberation in the meeting of 440th CIL Board held on 29.04.2022. As communicated by the Company Secretary vide letter No. CIL:X(D):04112:2022:28446 dated 02.05.2022, CIL Board has approved the following amendments of Chapter 3 & 6 of CMM for the existing contracts:

a) The compensation of Price variation may be worked out at monthly intervals with respect to the work done during the previous month and paid monthly.

b) All Running on Account Bills may be paid at 97%. The balance 3% may be treated as Retention Money and will be second part of security deposit.

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However, if change of site relates to mine outside the Area but in the same Coalfield due to situations as enumerated above, be decided by the CFD of the Subsidiary, with the consent of the Contractor.

This is for your information and further necessary action please.

Yours faithfully,

03/05/2022

Hod (Actg.)
CMC, CIL

Copy to:
1. ED (Co-ordination), CIL / TS to Chairman, CIL
2. TS to D(T), CIL
3. Office file

Anand Anand

Extension of new provisions of Chapter 3 & 6 of CMM (reduced Retention Money, Site Change Monthly payment of escalation bills) in existing contracts

From : Anand Anand <cgmcmc.ecl.cil@coalindia.in>
Fri, May 06, 2022 12:25 PM
1 attachment

Subject : Extension of new provisions of Chapter 3 & 6 of CMM (reduced Retention Money, Site Change Monthly payment of escalation bills) in existing contracts

To : GM Bankola <gmbankola@gmail.com>, Jhanjra, GM <jnrecl@gmail.com>, Kajora, GM <kajoraarea@yahoo.com>, Kenda, GM <ecl.gmkenda@gmail.com>, Kunustoria, GM <gmkunustoria@gmail.com>, Mugma, GM <mugmaecl@gmail.com>, Pandaveswar, GM <gmpandaveswar@yahoo.com>, DEBENDRA KUMAR NAYAK <gmrajmahal.ecl@coalindia.in>, SP Mines, GM <eclgmspmines@gmail.com>, Salanpur, GM <gmsalanpur@gmail.com>, Satgram, GM <gm.satgram@gmail.com>, Sodepur, GM <gmsdp2015@gmail.com>, Sonepur Bazari, GM <gmsbaecl@gmail.com>, Sripur, GM <gmsripur@gmail.com>, gmkenda ecl <gmkenda.ecl@gmail.com>, R C MOHAPATRA <gmsba.ecl@coalindia.in>, AMITANJAN NANDI <gmsalanpur.ecl@coalindia.in>, BIBHAS CHANDRA SINGH <gmmugma.ecl@coalindia.in>

Dear Sir,

This has reference to the letter issued by GM (CMC), CIL vide CIL / GM(CMC) / 2022 / 1703, dated 03.05.2022 regarding the subject work, CIL Board in its 440th meeting held on 29.04.2022 has approved the following amendments of Chapter 3 & 6 of CMM for the **existing contracts**:

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This is for your information and further necessary action please.

Regards,
The General Manager(CMC),
Eastern Coalfields Limited,
ECL HQ, Sanctoria.

// Think before you print // A step towards sustainable future //

Letter to All Area GMs for amendments in CMM in existing contracts, esc payment, retention and site change.docx.pdf
156 KB

Email Anand Anand

Fwd: Extension of the Project duration of e-procurement portal of CIL and its Subsidiary Cos.

From : A P PANDA <cmd.ecl.cil@coalindia.in> Wed, May 18, 2022 12:28 PM

Subject : Fwd: Extension of the Project duration of e-procurement portal of CIL and its Subsidiary Cos.

1 attachment

To : K N Harivarman <gmmm.ecl@coalindia.in>, gmcivil1 ecl <gmcivil1.ecl@gmail.com>, Anand Anand <cgmcmc.ecl.cil@coalindia.in>, eandmedhq@gmail.com

Cc : Jaiprakash Gupta <dtpp.ecl.cil@coalindia.in>, JAIPRAKASH GUPTA <dtop.ecl.cil@coalindia.in>, DF ECL <df.ecl.cil@coalindia.in>, Y P K SINGH <tstocmd.ecl@coalindia.in>

CONTRACT MANAGEMENT CELL
ईo सी o एल (मुख्यालय)
ECL (H.O.)
प्राप्ति
RECEIVED
सं o ..... दिनांक .....
No. 516 Date 19/5/22

From: "Rajib Patra" <rkpatra.cil@coalindia.in>
To: "Ms. Usha Saxena" <usha.saxena@nic.in>, "PA-eProcDivision" <pa-hod-eproc@gov.in>, "M Rama Amirtham" <amirtham.mr@nic.in>
Cc: "SAMIRAN DUTTA" <cmd.bccl.cil@coalindia.in>, "P M PRASAD" <cmd.ccl.cil@coalindia.in>, "MANOJ KUMAR" <Cmd.cmpdi@coalindia.in>, "A P PANDA" <cmd.ecl.cil@coalindia.in>, "Om Prakash Singh" <cmd.mcl.cil@coalindia.in>, "Bhola Singh" <cmd.ncl.cil@coalindia.in>, "Prem Sagar Mishra" <cmd.secl.cil@coalindia.in>, "Manoj Kumar" <cmd.wcl.cil@coalindia.in>, "MANOJ KUMAR" <cmd.cmpdi.cil@coalindia.in>, "B Veera Reddy" <dt.cil@coalindia.in>, "Pramod Agrawal" <df.cil@coalindia.in>, "B Veera Reddy" <dm.cil@coalindia.in>, "S K Sadangi" <cvo.cil@coalindia.in>, "Sanjay Kumar Singh" <dtpp.bccl@coalindia.in>, "Sanjay Kumar Singh" <dtop.bccl.cil@coalindia.in>, "SAMIRAN DUTTA" <df.bccl.cil@coalindia.in>, "SATENDRA KUMAR GOMASTA" <dtop.ccl.cil@coalindia.in>, "dtpp ccl" <dtpp.ccl@coalindia.in>, "df ccl" <df.ccl@coalindia.in>, "dtcmpdi cil" <dtcmpdi.cil@coalindia.in>, "df cmpdi" <df.cmpdi@coalindia.in>, "JAIPRAKASH GUPTA" <dtop.ecl.cil@coalindia.in>, "Jaiprakash Gupta" <dtpp.ecl.cil@coalindia.in>, "DF ECL" <df.ecl.cil@coalindia.in>, "Om Prakash Singh" <dt-op.mcl@coalindia.in>, "D F MAHANADI COALFIELDS LIMITED" <df.mcl@coalindia.in>, "Dr Anindya Sinha" <dto.ncl@coalindia.in>, "RAM NARAYAN DUBEY" <df.ncl@coalindia.in>, "dt wcl cil" <dt.wcl.cil@coalindia.in>, "df wcl cil" <df.wcl.cil@coalindia.in>, "Jai Prakash Dwivedi" <dtpp@coalindia.in>, "SANTOSA KUMAR PAL" <dtpp.secl.cil@coalindia.in>, "PREM SAGAR MISHRA" <df.secl@coalindia.in>, "Manoj Kumar" <df.wcl@coalindia.in>, "M K Singh" <tschairman.cil@coalindia.in>, "C S SINGH" <tsdt.cil@coalindia.in>, "M Viswanathan" <mviswanathan2.cil@coalindia.in>, "Sunil Kumar Mehta," <gmfinance.cil@coalindia.in>, "O P Mishra" <gmcivil.cil@coalindia.in>, "Girish Gopinathan Nair" <gmcmc.cil@coalindia.in>, "Ranjeet Ghosh" <gmsystem.cil@coalindia.in>, "R K P Singh" <gmerp.cil@coalindia.in>, "PARTHAASIS RAM" <gmmm.bccl@coalindia.in>, "S N Mahto" <gmmm.ccl@coalindia.in>, "gmmm cmpdi" <gmmm.cmpdi@coalindia.in>, "Narendra Singh Saini" <gmmm.ncl@coalindia.in>, "gmmm mcl" <gmmm.mcl@coalindia.in>, "General Manager (Material Management) Western Coalfields Ltd" <gmmm.wcl@coalindia.in>, "MANOJ UPADHYAYA" <gmmm.secl.cil@coalindia.in>, "J K Borah" <gmnec.cil@coalindia.in>, "Prashant Kumar Mittal" <mdnicsi@nic.in>, "A K

Email

5/19/22, 12:08 PM

Mohanty" <edmnc.cil@coalindia.in>, "A K Mohanty" <gmmm.cil@coalindia.in>, "NADEEM KHAN" <nadeem.khan@coalindia.in>

Sent: Wednesday, May 18, 2022 12:25:28 PM

Subject: Extension of the Project duration of e-procurement portal of CIL and its Subsidiary Cos.

Dear Sir,

Please find attached order no.111 dated 17.05.2022 for Extension of the Project duration of e-procurement portal of CIL and its Subsidiary Cos.

With Regards

R.K.Patra,
General Manager (MM)
CIL HQ , Phone-033 -71104186

111 dated 17.05.22.PDF
524 KB

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Materials Management Division
1st Floor, Premises No.4
Plot No. AF-III, Action Area 1A,
New Town, Rajarhat,
Kolkata – 700 156.

PHONE :
033-2324-4127
FAX :
033-2324-4115
Website :
www.coalindia.in
E mail :
gmmm@coalindia.in

कोल इंडिया लिमिटेड
सामग्री प्रबंधन विभाग
पहली मंजिल, परिसर संख्या 4
प्लॉट नंबर, ए.ए.-III,
क्रिया क्षेत्र 1ए, न्यू टाउन,
राजरहाट कोलकाता -700 156.

दूरभाष:033-2324-4127
फैक्स: 033-2324-4115
ईमेल:
gmmm@coalindia.in
वेबसाईट: www.coalindia.in

Ref. No. : CIL/C2D/NIC/Extension of WO/2022/ 111

Date : 17th May, 2022.

The Technical Director,
e-Procurement Implementation Division,
Ministry of Information Technology, Govt. of India
National Informatics Centre,
A-Block, CGO Complex, Lodhi Road,
New Delhi-110 003

Kind Attn : Mrs. Usha Saxena
e mail : usha.saxena@nic.in

Dear Madam/Sir,

Sub : Extension of the Project duration of e-procurement portal of CIL and its Subsidiary Cos.

Ref : (1) CIL Work Order No. CIL/C2D/e-Procurement/NIC/2013/5040 dtd.26.02.2013
(2) Extn. Work Order No. CIL/C2D/NIC/Extension of WO/2020/1230 date 16.01.2020
(3) Your Letter Ref. NIC /EPID/PRISM-200142/CIL/2022-01 dated 19.01.2022

In reference to the above, following amendment is issued to the above Work Order :

1. Clause No.7, Project duration : The contract period of e-procurement portal (https://coalindiatenders.nic.in), developed by NIC & NICSI is extended for a further period of three years w.e.f 01.05.2022 i.e up to 30.04.2025.

2. The admissible charges for the above extended duration shall be as under:

Sl. No	Description	Period	Charges (Rs. in Lakhs)
1	GePNIC Application software enhancement / customization, Maintenance Charges, Hardware Augmentation, Recurring Backend support charges, Operational Support charges for Security / Quality Audit, Training, Travel, Shared Helpdesk and Misc / Others including NICSI charges.	(May 2022 to April 2023)	Rs. 247.32
2	Do	(May 2023 to April 2024)	Rs. 247.32
3	Do	(May 2024 to April 2025)	Rs. 247.32
	Total		Rs. 741.96
	GST @ 18 %		Rs. 133.56
	Grand Total (For three years)		Rs. 875.52

(Rupees Eight Hundred Seventy Five Lakhs, Fifty Two thousand only)

3. The above project cost is exclusive of Facility Management Partner (FMP) manpower support cost.

4. The payment for the Cost of each year shall be released as advance for each year. Advance payment shall be released, through NEFT/RTGS to National Informatics Centre Services Incorporated, Delhi against Proforma Invoice to be submitted by you against this Order.

5. NIC shall provide the Utilization certificate and the requisite Invoices on Half yearly Interval.

6. All other terms & Conditions of the above Work Order shall remain unaltered.

Yours faithfully,

Executive Director (M&C)
Coal India Limited

Copy to :

- CMDs- All Subsidiary Co.s
- Director (Technical), CIL/ Director (Finance), CIL / Director (Marketing), CIL
- CVO, CIL
- Director (Technical)/ Director (Finance)- All Subsidiary Co.s
- Executive Director, IICM, Ranchi
- T to Chairman, CIL
- TS to Dir (T), CIL
- Co. Secretary, CIL – This has reference to your e mail dated 10.05.2022 enclosing Minutes of 440th Board Meeting.
- G M (Finance), CIL
- G M (Civil), CIL / G M (CMC), CIL /G M (Systems), CIL / G M (ERP), CIL
- GM (MM), ECL/BCCL/CCL/MCL/WCL/SECL/NCL/CMPDI,
- G M, NEC.
- GM (MM)/Nodal Officers, E-procurement – All Subsidiary Cos.
- MD, NICSI, New Delhi
- Sri V Raman, DDG,
  National Informatics Centre,
  Tamilnadu State Centre, E2A Rajajji Bhavan,
  Basant Nagar, Chennai-600090.

No.F.1/1/2023-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
6th February, 2023.

Office Memorandum

Subject: Vivad Se Vishwas I - Relief for MSMEs

Government has been getting many references from Micro, Small and Medium Enterprises (MSMEs) regarding difficulties being faced by them in the last two years due to COVID 19 pandemic. The Government had provided certain benefits to the industry (including MSMEs) in Government contracts in the past.

2 In order to further support MSMEs, it has been decided to provide relief in all contracts for procurement of Goods and Services, entered into by any Ministry/ Department/ attached or subordinate office/ autonomous body/ Central Public Sector Enterprise (CPSE)/ Public Sector Financial Institution etc with MSMEs, which meet the following criteria:

(i) The contractor/ supplier should be registered as a Medium, Small or Micro Enterprise with Ministry of MSME, as on 31.03.2022.
(ii) The original delivery period/ completion period was between 19.02.2020 and 31.03.2022.

3. For the MSMEs which meet the specified criteria, the following reliefs shall be provided:

(i) 95% of the performance security forfeited from such firms shall be refunded.
(ii) 95% of the Bid security (Earnest Money Deposit), if any, forfeited from MSME firms in tenders opened between 19.02.2020 and 31.03.2022 shall be refunded.
(iii) 95% of the Liquidated Damages (LD) deducted from such firms shall also be refunded. LD so refunded shall not exceed 95% of the performance security stipulated in the contract
(iv) In case firm has been debarred only due to default in execution of such contracts, such debarment shall also be revoked, by issuing an appropriate order by the procuring entity.

However, in case a firm has been ignored for placement of any contract due to debarment in the interim period (i.e. date of debarment and the date of revocation under this order), no claim shall be entertained.
(v) No interest shall be paid on such refunded amount.

4. Government e-Marketplace (GeM) shall provide an online portal for the purpose implementation of this order. Broad functionality of the portal shall be as follows:

Step 1: GeM shall provide functionality to MSME Vendors to register on the portal through its authorized personnel.

Step 2: The registered contractor shall list out the applicable contracts on the portal. The list of the procuring entities shall be available only through drop down menu, which should be changed only with the approval of DoE. The details of the dispute should contain atleast following details: contract number, contracting authority, paying authority, Deducted/ forfeited amount.

Step 3: GeM portal shall intimate through email to nodal officers of each procuring entity to verify the claim of the MSME vendor.

Step 4: The nodal officer of the procuring entity shall after due diligence and refund of due amount as per this order shall update the portal with the amount, date and transaction details of the payment

Step 5: Reports to track pendency in each procuring entity shall be provided by GeM.

5. The date of commencement of the scheme shall be notified separately

06/04/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprises with a request to reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect to public sector financial institutions.
4. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
5. CEO/ GeM with a request to ensure implementation of this order on GeM.

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Materials Management Division,
Coal Bhawan, Premises No.04, Action Area 1A,
New Town, Rajarhat, Kolkata-700156
PHONE: 033-2324 4127, FAX: 033-2324 4115
Website: www.coalindia.in
E mail: edmnc.cil@coalindia.in

कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
सामग्री प्रबंधन विभाग
कोल भवन, प्लाट सं.-ए, एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट, कोलकाता - ७००१५६
फ़ोन: ०३३-२३२४४१२७, फैक्स: ०३३-२३२४४११५
वेबसाइट: www.coalindia.in
ईमेल: edmnc.cil@coalindia.in

सं०क्र० CIL/C2D/PM 2020/888

दिनांक- 06.03.2023

कार्यालय आदेश

विषय: Regarding restrictions on Public Procurement from certain countries

Please find enclosed OM no. F.7/10/2021-PPD dated 23.02.2023 and Order (Public Procurement No. 4) dated 23.02.2023 of Department of Expenditure, Ministry of Finance superseding their earlier orders on the subject.

This is issued with the approval of Chairman, CIL for information and compliance.

Encl.: As above

(अम्बुज कुमार मोहंती)
कार्यकारी निदेशक (सामग्री एवं संविदा)

वितरण:

१. निदेशक (तकनीकी) /निदेशक (वित्त) /निदेशक (विपणन) /निदेशक (कार्मिक) /निदेशक (बीडी), सीआईएल
२. अ प्र नि, बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तकनीकी) -पी&पी/सं, बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / (सुरक्षा एवं बचाव) / (उत्पादन) / (आईसीटी) / (पर्यावरण) / (वित्त) / (सोलार) / (ईई), सीआईएल
६. महाप्रबंधक, नार्थ ईस्टर्न कोलफ़ील्ड्स
७. महाप्रबंधक (सिविल) /महाप्रबंधक (सीएमसी) /महाप्रबंधक (सी&एफ) /महाप्रबंधक (सीवी) /महाप्रबंधक (प्रणाली) /महाप्रबंधक (दूरसंचार) /महाप्रबंधक (ईआरपी), सीआईएल
८. महाप्रबंधक (सा/प्र) / (वित्त) / (उत्खनन), बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण

No.F.7/10/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Office Memorandum

Subject: Amendment to Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Rule 144 of the GFRs, 2017 titled 'Fundamental principles of public buying,' had been amended by inserting sub-rule (xi) vide Department of Expenditure (DoE) OM No. F.6/18/2019-PPD dated 23.07.2020. It has now been decided to amend the Rule 144(xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India.
2. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division
264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

a) to all Autonomous Bodies;

b) to all public sector banks and public sector financial institutions;

c) to all Central Public Sector Enterprises;

d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. *"Transfer of Technology"* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. *"Specified Transfer of Technology"* means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. *"Bidder (or entity) from a country which shares a land border with India"* for the purpose of the Order means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. *"Agent"* for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents **(Annexure III)** that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

23/02/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule I

List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

ANNEXURE I

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;

   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;

   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

   iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.

C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.

D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

ANNEXURE II

Special Cases

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

***

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	**संविदा प्रबंधन प्रकोष्ठ** **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2023/35 दिनांक: 27.03.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: Amendments in Chapters 3 & 6 of Contract Management Manual (CMM) to allow participation of JVs in Mining Service tenders published on GeM portal

महाशय,

As communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:30202 dated 27.03.2023, CFDs, CIL in its 301st meeting held on 20.03.2023 have approved Amendments in Chapters 3 & 6 of Contract Management Manual (CMM) to allow participation of JVs in Mining Service tenders published on GeM portal.

The approved modifications are enclosed as Annexure – A.

This is for your information and further needful actions.

भवदीय,
27/03/2023
HoD (CMC)
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. Company Secretary, CIL
4. GM (System), CIL with a request to upload the document on CIL website
5. TS to D(T), CIL
6. Office file

Annexure-A

Amendments in Chapters 3 & 6 of Contract Management Manual (CMM) to allow participation of JVs in Mining Service tenders published on GeM portal approved in 301st meeting of CFDs, CIL held on 20.03.2023.

Existing provisions	As amended
(a) Section-5, ITB, Clause 2.2 of Chapter 3 & 6 of CMM **Joint venture/Consortium must comply the following requirement:**	
The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV as spelt out in the relevant Clause.	The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/**Consortium** will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice **/ Bid document**. However, the required Working Capital shall be met by individual members of JV/**Consortium** as spelt out in the relevant Clause.
One of the members shall be nominated as 'In-charge' of the contract and 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 members.	One of the members shall be nominated as 'In-charge' of the contract and 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 members. **All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.** ***Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.***
An entity can be a member in only one JV. Bid submitted by JVs **/** including of the same entity as member will be rejected.	An entity can be a member of only one JV**/Consortium**. Bid submitted by JVs/ **Consortium/Lead Partner, consisting of the common entities** as member will be rejected.
JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.	JV/**Consortium** shall open a bank account in the name of JV/**Consortium** and all payments due to the JV**/Consortium** shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by

	JV/**Consortium, at the time of execution of Agreement.**
The JV must enrol in the e-Procurement portal with the name of the firm as appearing in the JV agreement.	The JV/**Consortium** must enrol in the e-Procurement portal with the name of the firm as appearing in the JV/**Consortium** agreement, **whereas they may enrol in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.**
Section-5, ITB, Clause-3.1(e) of Chapter 3 & 6 of CMM – GST Registration-Supporting documents to be uploaded online	
The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered Bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India. [In case of JV, a Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]. 1. If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered Bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India. **In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only** ***Note: -*** *1.* ***In case the work/service is awarded to a Joint Venture/Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the***

2. During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).	***Joint Venture/Consortium at the time of execution of Agreement.*** 2. *If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.* 3. *During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).*
Annexure-II, Proforma of Joint Venture/Consortium Agreement of Chapter 3 & 6 of CMM	
2) LEAD PARTNER. M/s… shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture Partners M/s……., M/s……. & M/s……nominate and authorize Shri……. (name and designation) of M/s……. to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.	**2) LEAD PARTNER.** M/s… shall be the Lead Partner of the Joint Venture/**Consortium** and is In-charge for performing the contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture/**Consortium** and also all the partners of the Joint Venture/**Consortium** shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture/ Consortium Partners M/s……., M/s……. & M/s……nominate and authorize Shri……. (name and designation) of M/s……. to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture/**Consortium**. **In case of submission of bid in GeM portal:** **All Joint Venture/Consortium Partners M/s……., M/s……. & M/s……authorize M/s……. (the lead partner) to submit the bid on behalf of this Joint Venture for the bidding process and agree that in case of a successful bid, the contract shall be executed by this Joint Venture/Consortium as per contract terms with the employer. i.e. Company.**

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	**संविदा प्रबंधन प्रकोष्ठ** **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/ 47 दिनांक: 22.05.2023

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.

विषय: Amendments in Chapter 3 of Contract Management Manual for <u>Transportation Contracts.</u>

महाशय,

Pursuant to a proposal submitted by NCL regarding "Termination of Contracts on account of poor performance of coal loading & transportation contracts", CIL CFDs in their 306th meeting held on 10.05.2023, approved the following amendments in Chapter 3 of Contract Management Manual for Transportation Contracts as communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:30461 dated 22.05.2023.

Amendment in Clause 9, Section 6, General Terms and Conditions of <u>Chapter 3 of Contract Management Manual</u> for Transportation Contracts:

Existing Provision (Annexure-B)	Amended provision
9. The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in part, if the Contractor a. …….. b. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of **6 (six)** consecutive month or for cumulative period of **six months** within any continuous period of 18(eighteen) months, ……	9. The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in part, if the Contractor a. …….. b. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of **3 (three)** consecutive month or for cumulative period of **three** months within any continuous period of 18(eighteen) months, ……

This is for your information and further necessary actions.

भवदीय
22/05/2023
HoD CMC
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM (Vig), CIL
4. TS to D(T), CIL
5. Office File

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Materials Management Division,
Coal Bhawan, Premises No.04, Action Area 1A,
New Town, Rajarhat, Kolkata-700156
PHONE: 033-2324 4127, FAX: 033-2324 4115
Website: www.coalindia.in
E mail: edmnc.cil@coalindia.in

कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
सामग्री प्रबंधन विभाग
कोल भवन, प्लाट सं.-ए.एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट, कोलकाता - ७००१५६
फ़ोन: ०३३-२३२४४१२७, फैक्स: ०३३-२३२४४११५
वेबसाइट: www.coalindia.in
ईमेल: edmnc.cil@coalindia.in

सं०क्र० CIL/C2D/PM 2020/ 85

दिनांक- 22.05.2023

कार्यालय आदेश

विषय: Vivad Se Vishwas I (Relief for MSMEs)

Please find enclosed OM no. F.1/1/2023-PPD dated 11.04.2023 of Department of Expenditure, Ministry of Finance providing relief to MSMEs in contracts for procurement of Goods & Services entered into with Ministry / CPSE / etc. along with advice dated 17.04.2023 of Department of Public Enterprises for circulating the above order among MSME suppliers / contractors.

This is issued with competent approval for information and compliance.

Encl.: As above

22/05/23

(अम्बुज कुमार मोहंती)
कार्यकारी निदेशक (सामग्री एवं संविदा)

वितरण:

१. निदेशक (तकनीकी) /निदेशक (वित्त) /निदेशक (विपणन) /निदेशक (कार्मिक) /निदेशक (बीडी), सीआईएल
२. अ प्र नि, बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तकनीकी) -पी&पी/सं, बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / (सुरक्षा एवं बचाव) / (उत्पादन) / (आईसीटी) / (पर्यावरण) / (वित्त) / (सोलार) / (ईई), सीआईएल
६. महाप्रबंधक, नार्थ ईस्टर्न कोलफ़ील्ड्स
७. महाप्रबंधक (सिविल) /महाप्रबंधक (सीएमसी) /महाप्रबंधक (सी&एफ) /महाप्रबंधक (सीवी) /महाप्रबंधक (प्रणाली) /महाप्रबंधक (दूरसंचार) /महाप्रबंधक (ईआरपी), सीआईएल
८. महाप्रबंधक (सा/प्र) / (वित्त) / (उत्खनन), बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण

F. No. DPE//7/4/2007-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises
Block No. 14, CGO Complex,
Lodi Road, New Delhi-110003
Dated the 17th April, 2023

To,

Chief Executives of all CPSEs

Subject:- Vivad Se Vishwas I - Relief for MSEs : Revised Order

Sir/Madam,

The undersigned is directed to forward herewith a copy of Department of Expenditure O.M. No. 1/1/2023-PPD dated 11th April, 2023 on the subject mentioned above and to reiterate these orders for information and compliance by all CPSEs.

2. It is further requested that the above order may also be circulated among MSME suppliers/contractors of your company so that they could avail benefit under this scheme as per prescribed eligibility.

Encl : As stated

17/4/2023

(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

No.F.1/1/2023-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
11th April, 2023.

Office Memorandum

Subject: Vivad Se Vishwas I - Relief for MSMEs: Revised order.

Government has been getting many references from Micro, Small and Medium Enterprises (MSMEs) regarding difficulties being faced by them in the last two years due to COVID 19 pandemic. The Government had provided certain benefits to the industry (including MSMEs) in Government contracts in the past. In continuation to the efforts of the Government in this regard, this Department had issued an OM of even number dated 08.02.2023. Many references have been received by this Department seeking clarifications on implementation of the scheme circulated on 08.02.2023. In this context, it has been decided to issue following instructions in supersession of this Department's OM of even number dated 08.02.2023 and 10.04.2023.

2. The following parameters will determine eligibility for benefits under this scheme:

SN	Parameter	Eligibility condition
i	Nature of procurement eligible for the relief	Procurement of Goods and Services
ii	Central government procurement entities to whom this scheme applies	Ministry/ Department/ attached or subordinate office/ autonomous body/ Central Public Sector Enterprise (CPSE)/ Central Public Sector Banks/ Financial Institution etc.
iii	Nature of the supplier/ contractor eligible for the scheme	Registered as a Medium, Small or Micro Enterprise (MSME) as per prevalent scheme of Ministry of MSME on the date of claim by supplier/ contractor. MSME may be registered for any category of Goods and Services.
iv	Eligible contracts in case of forfeiture of performance security or imposition of Liquidated Damages (LD) or the damages levied under "Risk Purchase" (RP) or debarment action	Where original delivery period/ completion period stipulated in contract was between 19.02.2020 and 31.03.2022 (both dates are inclusive). In case of risk purchase, the original delivery period of the main contract (and not the risk purchase contract) should be between 19.02.2020 and 31.03.2022.

v	Eligible tenders in case of forfeiture of Bid security (Earnest Money Deposit) or debarment action	Tenders, where date of closing of the tender was between 19.02.2020 and 31.03.2022 (both dates are inclusive).

3. The following amount shall be refunded by the procuring entities as a relief under this scheme after determining eligibility as per para 2 as above:

SN	Cause of action	Amount/ extent of relief
i	Performance security forfeited by the procuring entities for failure to execute contracts by the contractors.	95% of the performance security forfeited by the procuring entity.
ii	Imposition of Liquidated damages (damages deducted for late deliveries) or the damages levied under the risk purchase.	95% of the Liquidated Damages (LD) deducted or 95% of the risk purchase amount realized by the procuring entities from the MSME.
iii	Bid security (Earnest Money Deposit) forfeited	95% of the Bid security (Earnest Money Deposit) forfeited.
iv	Debarment of the contractor due to default in execution of eligible contracts/ eligible tenders under the scheme	Revocation of debarment by issue of an appropriate order by the procuring entity. The date of revocation shall be the date of such order. However, in case a firm has been ignored for placement of any contract due to debarment in the interim period (i.e. date of debarment and the date of revocation under this order), no claim shall be entertained.

Notes:

i. No interest shall be paid on such refund/ relief amount in any case.
ii. *Deleted.*
iii. In case liquidated damages and/ or performance security and/ or damages under risk purchase have been deducted in the same contract, total relief will be 95% of LD forfeited plus 95% of the performance security forfeited plus 95% of the damages under risk purchase realized.
iv. For cases where recoveries/ forfeiture for liquidated damages and/ or performance security and/ or damages under risk purchase have not materialized/ completed, the cases shall be dealt on the principles of this circular under para 3 as above.

4. Government e-Marketplace (GeM) has provided a dedicated link on their portal for implementation of this scheme. The link/ portal has the functionality for MSME Vendors to register their claims through its authorized personnel. For non- GeM

contracts of Ministry of Railways, MSME vendors will be required to register on IRePS (www.ireps.gov.in). The information regarding contracts for which claim is to be lodged on IRePS will be provided on GeM as well as IRePS. The broad features of this portal are as under:

i. The registered contractor shall list out the eligible contracts on the portal. The list of the procuring entities is available through drop down menu on the portal. The details, such as contract number, contracting authority, Deducted/ forfeited amount, etc. will be submitted by the contractor on the portal.

ii. GeM portal shall intimate through dashboard such details to the procuring entities to verify and refund the claim in terms of the eligibility etc. mentioned above and shall update the portal with the amount, date and transaction details of the payment. Procuring entities must approve/ reject the claim within 30 days of claim submitted by the contractor on the portal. Further, once claim is accepted, payment must be made and details are entered on the portal by the procuring entities within 30 days of the acceptance of the claim.

iii. Pendency Reports to each procuring entity shall be provided by GeM.

5. The date of commencement of the scheme will be 17.04.2023 and claims can be submitted by 30.06.2023.

11/04/2023

(Kanwalpreet)
Director(PPD)
Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities under their administrative control.
2. Secretary, Department of Public Enterprises with a request to reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to reiterate these orders in respect to public sector financial institutions.
4. Secretary, Ministry of MSME with a request to monitor the procuring entities for implementation of the scheme.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM.

Copy to: Chief Secretaries of all State Governments, for kind information, and with a request to consider formulation of similar schemes in their States.

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- बर्धमान, पश्चिम बंगाल-713333
सी.आइ.एन.-
U10101WB1975GOI030295
वेबसाइट- www.easterncoal.nic.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Burdwan, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref. No.: ECL / HQ / CMC / Transport / 2023 / 5127 Date: 25.05.2023

To,
The General Manager,
All Area of ECL.

Sub: Amendment in Chapter-3 of Contract Management Manual for Transportation contracts

Dear Sir,

An office order has been received from CIL vide ref. no. CIL / GM (CMC) /2023 / 47, dated 22.05.2023 conveying the amendments brought out in clause no. 9, Section-6 of General Terms and Conditions of Chapter-3 of Contract Management Manual for Transportation contracts. Said office order with amendments were placed before the competent authority for approval and implementation in Transport Contracts of ECL with prospective effect. Approval of the same has been obtained from the competent authority for incorporating the said amendments in the bid documents for the tenders to be floated on GeM portal relating to the Transport Contracts under Chapter-3 of Contract Management Manual.

Detail of the amendments in clause no. 9, Section-6 of General Terms and Conditions of Chapter-3 of Contract Management Manual is as below:

Existing Provision	Amended Provision
9. The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in part, if the Contractor a. ..... b. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of ***6(six)*** consecutive month or for cumulative period of ***six*** months within any continuous period of 18(eighteen) months, ...	9. The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in part, if the Contractor a. ..... b. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of ***3 (three)*** consecutive month or for cumulative period of ***three*** months within any continuous period of 18(eighteen) months, ...

This is for your kind information and for further necessary action please.

This issues with the approval of competent authority. (Refer e-office file ref. no. G-CMC/13/11/0001/2022-CMC, ECL HQ-EASTERN COALFIELDS LIMITED & Computer no. 839808)

Encl.: As above.

Yours faithfully,
25/05/2023
General Manager,
CMC, ECL

Copy to: (Through e-mail)
1. All Executives of CMC Dept., ECL
2. GM (System), ECL- Nodal Officer, e-procurement cell – For vide circulation please.

C.C. forwarded for kind information to: (Through e-mail)
1. CMD, ECL
2. D(F)/D(T) OP/ D(T) P&P, ECL

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Materials Management Division,
Coal Bhawan, Premises No.04, Action Area 1A,
New Town, Rajarhat, Kolkata-700156
PHONE: 033-2324 4127, FAX: 033-2324 4115
Website: www.coalindia.in
E mail: edmnc.cil@coalindia.in

कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
सामग्री प्रबंधन विभाग
कोल भवन, प्लाट सं.-ए.एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट, कोलकाता - ७००१५६
फोन: ०३३-२३२४४१२७, फैक्स: ०३३-२३२४४११५
वेबसाइट: www.coalindia.in
ईमेल: edmnc.cil@coalindia.in

सं०क्र० CIL/C2D/PM 2020/ 125

दिनांक- 05.06.2023

कार्यालय आदेश

विषय: Concurrent application of PPP-MSE Order, 2012 and PPP-MII Order, 2017

Please find enclosed OM no. F.1/4/2021-PPD dated 18.05.2023 of Department of Expenditure, Ministry of Finance providing clarification on concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to 'Make in India') Order, 2017.

This is issued with competent approval for information and compliance.

Encl.: As above

05/06/23

(अम्बुज कुमार मोहंती)
कार्यकारी निदेशक (सामग्री एवं संविदा)

सुधा

वितरण:

१. निदेशक (तकनीकी) /निदेशक (वित्त) /निदेशक (विपणन) /निदेशक (कार्मिक) /निदेशक (बीडी), सीआईएल
२. अ प्र नि, बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तकनीकी) -पी&पी/सं, बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / (सुरक्षा एवं बचाव) / (उत्पादन) / (आईसीटी) / (पर्यावरण) / (वित्त) / (सोलार) / (ईई) / (भूमि), सीआईएल
६. महाप्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स
७. महाप्रबंधक (सिविल) /महाप्रबंधक (सीएमसी) /महाप्रबंधक (सी&एफ) /महाप्रबंधक (ईईडी) /महाप्रबंधक (ई&एम) /महाप्रबंधक (वित्त) /महाप्रबंधक (सीबी) /महाप्रबंधक (प्रणाली) /महाप्रबंधक (ई&टी) /महाप्रबंधक (ईआरपी), सीआईएल
८. महाप्रबंधक (सा/प्र) / (वित्त) / (उत्खनन), बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/6/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
कोल भवन, परिसर संख्या 04 एम-ए-आर, प्लॉट नं ए-एफ-III
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156
Action Area – 1A, New Town, Rajarhat, Kolkata: 700156

CIN: L23109WB1973GOI028844
Website: www.coalindia.in

फोन/Phone: 033-71104198
ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/56 दिनांक: 08.06.2023

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL
The General Manager, NEC.

Sub: **Updated CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services**

Dear Sir,

The updated CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services including changes in line with Manual for Procurement of Works (MoPW) issued by Department of Expenditure, GoI, incorporating all earlier approved modifications till date with few other changes was put to Committee of Functional Directors (CFDs) of CIL for approval.

CFDs of CIL in its 303rd meeting held on 5th April 2023 approved the updated CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services. CFDs of CIL also agreed to place before CIL Board for seeking exemption of some mandatory clauses of DOE Manual for Procurement of Works which are not proposed to be included in CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services. The minutes of CFDs meeting received vide letter no. CIL:XI(D):04135:2023:30324 dated 27.04.2023 is attached.

The Board of Directors of CIL in its 451st meeting held on 07 May 2023 resolved the following:

*"**RESOLVED THAT** exemption of some mandatory clauses as brought in the agenda note in Annexure B which are not proposed to be included in Manual for Civil Engineering Works (MCEW), CMM Chapter 2, 3 & 6 and Guidelines for e-Procurement of Works & Services of CIL are approved for circulation [except Clause No. 7.5 of DOE Manual for Procurement of Works in Sl. No. 19 of Annexure-B pertaining to Debarment which shall be re-examined by CFDs and placed again for considerartion of Board]."*

The minutes of Board of Directors meeting received vide letter no. CIL: XI (D):04112:2023:30487 dated 22.05.2023 is attached. The updated CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services is attached herewith for implementation with immediate effect.

The copy of updated CMM for Chapter-3 & 6 and Guidelines for e-Procurement of Works and Services shall be available in the CIL website and same may be downloaded from there.

This issue with approval of Competent Authority.

Yours faithfully,

08/06/2023

General Manager (CMC)

Copy:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.), CIL
4. ED(M&C), CIL/ED(Solar), CIL/ ED(EED), CIL/ED(ICT),CIL/ED(Prodn.), CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. GM(Civil), CIL & all Subsidiaries
7. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
8. GM(System), CIL-with request to upload the updated Manuals in CIL Website

G20	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/66 दिनांक: 28.06.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: **Corrigendum pertaining to Annexure-IX of Chapter-3 & 6 of CMM**

महाशय,

Inadvertently point 6 of the Annexure- IX of Chapter-3 & 6 of CMM was published as the following:-

"Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking."

The same is hereby replaced with the correct point (ratified by CIL Board as item No.400:4(F)) as follows through this corrigendum:-

"I / We, _____Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s_____, solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in _____Area of _____ Coalfields Limited."

It may be noted that the matter regarding order no.F.No.6/18/2019-PPD dt 23/7/2020 already exists in Annexure-VIII at Point No.09.

This is for your information and further needful actions.

भवदीय,

28/06/23

GM CMC
CIL

Encl-**Corrected Annexure-IX**

प्रतिलिपी:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.), CIL
4. ED(M&C), CIL/ED(Solar), CIL/ ED(EED), CIL/ED(ICT),CIL/ED(Prodn.), CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
7. GM(Civil), CIL
8. GM(System), CIL-with request to upload the updated Manuals in CIL Website

ANNEXURE-IX

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

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

I / We, ..., Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s. ....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

a) Name of the employee
b) Place of posting
c) Department
d) Designation
e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

3. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / We ……..have been debarred or banned by the organization named "_____" for a period of…… year/s, effective from ……. to……

** Delete whichever is not applicable.

4.We,……..(Name of Partners of Partnership Firm/Joint Venture), partners of ……..(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work "…… (Name of work)" against NIT No/Tender ID. ..... Dated……, meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e……% (indicating the percentage of local content)

* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e……% (indicating the percentage of local content)

*Delete whichever is not applicable.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. I / We, _____Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s_____, solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in _____Area of _____ Coalfields Limited.

7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ……. to…..

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by……(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of…… year/s, effective from ……. to……..…..

*Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम-ए-आर-, प्लॉट नं ए-एफ- III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी-आई-एल/महाप्र(संग्रप्र)/2023/ 69 दिनांक: 13.07.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: Corrigendum pertaining to Chapter-3 & 6 of CMM & e-Procurement

महाशय,

Some errors have been observed and brought to the notice of CMC Department in some of the clauses and Annexures of Chapter-3 & 6 of CMM-2023 and Guidelines for e-Procurement of Works and Services-2023, which have been corrected in the following table:-

Sl. No.	Clause and Page No.	Existing Clause	Corrected Clause
1.	Clause 2(v) of Annexure-III at Page No.114 of Chapter-3 & Page No. 146 of Chapter-6 of CMM-2023	The Bidders shall comply the above provision of "Conflict of Interest" and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE	The Bidders shall comply the above provision of "Conflict of Interest" and an undertaking (Annexure-VIII) with respect to Clause No. d & e above is to be accepted in GTE.
2.	Clause 7 of Annexure- VIII at Page No.126 of Chapter-3, Page No. 159 of Chapter-6 of CMM-2023 and Clause 6 of Annexure-I at Page No.88 of Guidelines for e-Procurement of Works and Services-2023	I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or	I/We do not have business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
3.	Clause no.25.2(A)(iv)(c) & (d) at Page No.48 of Chapter-6 of CMM-2023	c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure 14, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation; d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure 14; and	c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure-X, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation; d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-X; and

		Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure 15. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.	Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure-XI. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

This is for your information and further needful actions.

भवदीय,

13/02/2023

GM CMC
CIL

प्रतिलिपी:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.), CIL
4. ED(M&C), CIL/ED(Solar), CIL/ ED(EED), CIL/ED(ICT),CIL/ED(Prodn.), CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
7. GM(Civil), CIL
8. GM (System), CIL-with request to upload the updated Manuals in CIL Website.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं॰ ए॰एफ॰ III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/ 70 दिनांक: 13.07.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: Circulation of Notification No. S.O. 4926(E) dated 18th October, 2022 of the Ministry of Micro, Small and Medium Enterprises

महाशय,

As per chapter 3 & 6 of the CIL Contract Management Manual, procurement from Micro and Small Enterprises (MSEs) is applicable for Service Tenders in accordance with the notification of Govt. of India and including its amendment(s) as notified by GOI from time to time.

Accordingly, S.O. 4926(E) dated 18th October, 2022 of the Ministry of Micro, Small and Medium Enterprises providing amendments to their earlier S.O. 2119(E), dated the 26th June, 2020 is enclosed for information and compliance.

This is issued with competent approval.

भवदीय,

13/07/2023

GM CMC
CIL

Encl.: As above

प्रतिलिपी:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.)/CFO, CIL
4. ED(M&C), CIL/ED(Solar), CIL/ ED(EED), CIL/ED(ICT), CIL/ED(Prodn.), CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
7. GM(Civil), CIL
8. GM(System), CIL-with a request to upload in the CIL Website

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 18th October, 2022

S.O. 4926(E).—ln exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006), the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Micro, Small and Medium Enterprises number S.O. 2119(E), dated the 26th June, 2020, published in the Gazette of India, Extraordinary, Part-II,Section 3, Sub-section (ii), namely:-

In the said notification, for sub-paragraph (5) of paragraph 8, the following sub-paragraph shall be substituted, namely:-

"(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.".

[F. No. P-05/1/2022-GEN]

SHAILESH KUMAR SINGH, Addl. Secy.
and Development Commissioner (MSME).

Note : The principal notification was published in the Gazette of India, Extraordinary, Part-II, Section 3, Sub-section (ii) *vide* number S.O. 2119 (E), dated the 26th June, 2020 and subsequently amended *vide* numbers S.O. 1055(E), dated the 5th March, 2021, S.O. 2347(E), dated the 16th June, 2021, S.O. 278(E), dated the 19thJanuary, 2022 and S.O. 2134(E), dated the 6th May, 2022.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

NOTIFICATION

New Delhi, the 26th June, 2020

S.O. 2119(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E), dated the 1st November, 2013 and S.O.1722 (E), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as "Udyam Registration"), with effect from the 1st day of July, 2020, namely:--

1. Classification of enterprises.-An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

(i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and

(iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

2. Becoming a micro, small or medium enterprise.--

(1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.

(2) On registration, an enterprise (referred to as "Udyam" in the Udyam Registration portal) will be assigned a permanent identity number to be known as "Udyam Registration Number".

(3) An e-certificate, namely, "Udyam Registration Certificate" shall be issued on completion of the registration process.

3. Composite criteria of investment and turnover for classification.--

(1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.

(2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.

(3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

4. Calculation of investment in plant and machinery or equipment.--

(1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

(2) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.

(3) The expression "plant and machinery or equipment" of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).

(4) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.

(5) The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

5. Calculation of turnover.—

(1) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

(2) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.

(3) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

6. Registration process.—

(1) The form for registration shall be as provided in the Udyam Registration portal.

(2) There will be no fee for filing Udyam Registration.

(3) Aadhaar number shall be required for Udyam Registration.

(4) The Aadhaar number shall be of the proprietor in the case of a proprietorship firm, of the managing partner in the case of a partnership firm and of a karta in the case of a Hindu Undivided Family (HUF).

(5) In case of a Company or a Limited Liability Partnership or a Cooperative Society or a Society or a Trust, the organisation or its authorised signatory shall provide its GSTIN and PAN along with its Aadhaar number.

(6) In case an enterprise is duly registered as an Udyam with PAN, any deficiency of information for previous years when it did not have PAN shall be filled up on self-declaration basis.

(7) No enterprise shall file more than one Udyam Registration:

Provided that any number of activities including manufacturing or service or both may be specified or added in one Udyam Registration.

(8) Whoever intentionally misrepresents or attempts to suppress the self-declared facts and figures appearing in the Udyam Registration or updation process shall be liable to such penalty as specified under section 27 of the Act.

7. Registration of existing enterprises.—

(1) All existing enterprises registered under EM–Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

(2) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with this notification.

(3) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31stday of March, 2021.

(4) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

8. Updation of information and transition period in classification.--

(1) An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.

(2) Failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its status.

(3) Based on the information furnished or gathered from Government's sources including ITR or GST return, the classification of the enterprise will be updated.

(4) In case of graduation (from a lower to a higher category) or reverse-graduation (sliding down to lower category) of an enterprise, a communication will be sent to the enterprise about the change in the status.

(5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

(6) In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

9. Facilitation and grievance redressal of enterprises.--

(1) The Champions Control Rooms functioning in various institutions and offices of the Ministry of Micro, Small and Medium Enterprises including the Development Institutes (MSME-DI) shall act as Single Window Systems for facilitating the registration process and further handholding the micro, small and medium enterprises in all possible manner.

(2) The District Industries Centres (DICs) will also act as Single Window facilitation Systems in their Districts.

(3) Any person who is not able to file the Udyam Registration for any reason including for lack of Aadhaar number, may approach any of the above Single Window Systems for Udyam Registration purposes with his Aadhaar enrolment identity slip or copy of Aadhaar enrolment request or bank photo pass book or voter identity card or passport or driving licence and the Single Window Systems will facilitate the process including getting an Aadhaar number and thereafter in the further process of Udyam Registration.

(4) In case of any discrepancy or complaint, the General Manager of the District Industries Centre of the concerned District shall undertake an enquiry for verification of the details of Udyam Registration submitted by the enterprise and thereafter forward the matter with necessary remarks to the Director or Commissioner or Industry Secretary concerned of the State Government who after issuing a notice to the enterprise and after giving an opportunity to present its case and based on the findings, may amend the details or recommend to the Ministry of Micro, Small or Medium Enterprises, Government of India, for cancellation of the Udyam Registration Certificate.

[F. No. 21(5)/2019-P&G/Policy (Pt-IV)]

A. K. SHARMA, Secy.

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रेफ संक्या : CIL/C2D/IP-SOP/2023-24/ 278 दिनक: 28.07.2023

सेवा मे,

अध्यक्ष सह प्रबंध निदेशक,
ECL, Sanctoria/ BCCL, Dhanbad,
CCL, Ranchi/ CMPDIL, Ranchi,
WCL, Nagpur/ SECL, Bilaspur,
MCL, Sambalpur/ NCL, Singrauli.

महोदय,

विषय: Adoption and Implementation of Integrity Pact- Revised Standard Operating Procedure-reg

A revised Standard Operating Procedure for adoption of Integrity Pact(IP) issued by Central Vigilance Commission vide Circular No. 04/06/2023 dated 14.06.2023 is enclosed for adoption and implementation.

This is issued with approval of competent authority.

Encl: As above

भवदीय,

28/07/23

(पी.डी.शर्मा)
कार्यकारी निदेशक (सामग्री एवं संविदा)

वितरण:

1. Director (Technical), CIL/ Director (Personnel), CIL/Director (Marketing), CIL/Director (Business Development), CIL/Director (Finance), CIL.
2. CVO, CIL.
3. All Executive Directors of CIL
4. All HODs of CIL
5. General Manager, NEC, Assam
6. GM(MM) of all Subsidiaries
7. All executives of MM dept., CIL

सत्यमेव जयते

केन्द्रीय सतर्कता आयोग
CENTRAL VIGILANCE COMMISSION

सतर्कता भवन, जी.पी.ओ. कॉम्पलैक्स,
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Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi-10023

सं./No. 015/VGL/091
दिनांक / Dated 14.06.2023

Circular No. 04/06/23

Subject : Adoption and implementation of Integrity Pact-Revised Standard Operating Procedure- regarding.

The Commission has reviewed the Standard Operating Procedure (SOP) for adoption of Integrity Pact (IP) by all Government Organizations, Public Sector Enterprises, Public Sector Banks, Insurance Companies, other Financial Institutions and Autonomous bodies etc. A copy of the revised SOP is enclosed, which would be applicable for adoption and implementation of the IP by the organizations concerned.

2. The present SOP is in supersession of the earlier SOP issued vide Circular No. 05/01/22 dated 25.01.2022.

WJ Keishing

(Wormila Jasmine Keishing)
Deputy Secretary

Encl.: As above

To

(i) All Secretaries of Ministries / Departments. **(This Circular may also be shared with the existing IEMs in the organizations concerned)**

(ii) All CMDs/Head of CPSUs/Public Sector Banks/Organisations. **(This Circular may also be shared with the existing IEMs in the organizations concerned)**

(iii) All CVOs of Ministries/Departments/CPSUs/Public Sector Banks/Organisations. **(This Circular may be brought to the notice of the Chief Executive of the organization concerned)**

(iv) All Independent External Monitors.

STANDARD OPERATING PROCEDURE FOR IMPLEMENTATION OF INTEGRITY PACT

1.0 BACKGROUND

1.1 In order to ensure transparency, equity and competitiveness in public procurement, the Commission recommends adoption and implementation of the concept of Integrity Pact (IP) by Government organizations, Public Sector Enterprises, Public Sector Banks, Insurance Companies, other Financial Institutions and Autonomous Bodies, etc.

1.2 Deptt. of Expenditure vide OM dt. 19.7.2011, issued guidelines to all Ministries/Departments/Organizations including their attached/subordinate offices and autonomous bodies for implementation of IP. Also, vide OM dated 20.7.2011, Deptt. of Expenditure requested Department of Public Enterprises for directions to Central Public Sector Enterprises for use of IP.

1.3 Further, in view of the increasing procurement activities of Public Sector Banks (PSBs), Insurance Companies (ICs) and Financial Institutions (FIs), the Commission vide Circular No. 02/02/2015 dated 25.02.2015 advised that all PSBs, PSICs and FIs shall also adopt and implement the Integrity Pact.

1.4 The Commission vide Circular No. 05/01/22dated 25.01.2022, issued a revised Standard Operating Procedure (SOP) for adoption and implementation of Integrity Pact by Organizations.

2.0 INTEGRITY PACT

2.1 The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit

themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the Principal not to seek or accept any benefit, which is not legally available;
- Promise on the part of bidder not to offer any benefit to the employees of the Principal not available legally;
- Principal to treat all bidders with equity and reason;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary;
- Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

2.2 Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

2.3 IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the organization. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the bidder(s).

2.4 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

2.5 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

2.6 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

2.7 The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and /or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.

3.0 APPOINTMENT OF IEMs

3.1 The IEMs appointed should be eminent persons of high integrity and reputation. A periodical notice inviting applications from eligible persons will be published on the Commission's website. After due scrutiny and verification of the applications and accompanying documents, as may be deemed appropriate by the Commission, the name(s) would be included in the panel for consideration for nomination as IEM.

3.2 The zone of consideration of eminent persons for empanelment as IEMs would consist of:-

(i) Officers who have held the post of Additional Secretary to Govt. of India or were in equivalent or higher pay scale, at the time of retirement (whether serving with Govt. of India or any State Govt.).

(ii) Persons who have held the post of CMD of Schedule 'A' Public Sector Enterprise and were equivalent to Additional Secretary to Govt. of India, at the time of retirement.

(iii) Persons who have held the post of CMD/MD and CEO of Public Sector Banks, Insurance Companies and other Financial Institutions, at the time of retirement.

(iv) Chief Executive Officer of an organization (other than listed above and were equivalent or higher to Additional Secretary to Govt. of India, at the time of retirement).

(v) Officers of Armed Forces, who were in the pay scale of equivalent or higher to Additional Secretaries to Govt. of India, at the time of retirement.

3.3 The Commission would not include a retired person in the panel being maintained by it for consideration for nomination as IEM, if that retired person has accepted a full time assignment, post retirement, either in government sector or private sector or elsewhere. All those empanelled persons, who accept full time assignment elsewhere, would cease to remain on the panel, from the date on which they have accepted the said assignment. In

this regard, it would be incumbent upon the empanelled persons to immediately inform the Commission about the acceptance of full time assignment by them.

3.4 The Commission would nominate IEMs for an organization, from the panel of IEMs maintained by it. The concerned organization should send a request for nomination of IEMs in case of adoption of Integrity Pact by them. Whenever a vacancy is likely to arise due to completion of tenure of an existing IEM, the organization should send the request for nomination of IEM three months before the expiry of tenure. Similarly, in case of resignation of IEM(s), intimation along with request for nomination should be sent immediately by the organization to the Commission.

3.5 Three IEMs shall be nominated for appointment in Maharatna and Navratna PSUs and two IEMs shall be nominated in all other organizations.

3.6 A person may be appointed as an IEM in a maximum of three organizations at a time.

3.7 An empanelled person cannot be appointed in one organization for a period of more than three years.

3.8 Age of IEM should not be more than 70 years at the time of appointment.

4.0 IMPLEMENTATION PROCEDURE

4.1 The provision for the Integrity Pact is to be included in all Requests for Proposal/Tender documents issued in future in respect of the procurements that meet the criteria laid down by the Ministry/Department in terms of Department of Expenditure's OM dated 19.07.2011.

4. 2 In all tenders covered under the IP, particulars of all IEMs, including their email IDs, should be mentioned, instead of mentioning details of a single IEM.

4.3 The Purchase / procurement wing of the organization would be the focal point for the implementation of IP.

4.4 It has to be ensured, through an appropriate provision in the tender document, that Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provisions.

4.5 A clause should be included in the IP that a person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

4.6 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

4.7 The final responsibility for implementation of IP vests with the Head of organization/CMD/CEO of the organization.

5.0 ROLE OF IEMs

5.1 The IEMs would be provided access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.

5.2 The Procurement wing of the organization shall hold quarterly meetings with the IEMs. A summary of contracts awarded in the previous quarter, which are covered under the IP, shall be shared with the IEMs during the quarterly meeting. Such summary of contracts should include details like tender number, mode of tendering, period allowed for publicity, number of bids received, number of bidders considered eligible, and name and address of the successful bidder.

5.3 The above summary of contracts is to help the IEMs in analyzing whether appropriate mode of tendering is being adopted by the organization i.e. limited tender mode or nomination mode are not unduly used, number of bidders are not too low, large number of bidders are not excluded while judging the eligibility or during technical bid evaluation stage, and whether particular firm or set of particular firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the Management suitable systemic improvement(s) and measures to improve objectivity in decision making, capacity building etc.

5.4 It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half yearly basis to discuss / review the information on tenders awarded during the preceding six months' period. Additional such meetings, however, can be held as per requirement. All such meetings with the Procurement wing or with the Chief Executive of the organization should be minuted.

5.5 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned Organization.

5.6 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

5.7 All IEMs should sign non-disclosure agreements with the organization in which they are appointed.

5.8 The IEMs would also be required to sign a declaration of absence of conflict of interest. A person acting as an IEM shall not be debarred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his / her additional assignment does not involve any conflict of interest with existing assignment, and it is not a full time assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse himself/herself from that case.

6.0 ENTITLEMENTS OF IEMs

6.1 In any organization, the IEMs shall be paid per sitting a fees of ₹ 25,000/- . However, the maximum amount payable to IEMs in a calendar year shall not exceed ₹ 3,00,000/- with respect to the sitting fees.

6.2 The travel and stay arrangement for the IEMs for such meetings shall be equal to their entitlements at the time of retirement. Booking of tickets for travel, as per the mode of travel indicated by the IEM in writing (including email), local transport and stay shall be done by the organization.

6.3 The fees for meetings held by IEMs for mediation between the Management and the contractor as per Para 5.6 above shall be the same as fee payable to IEMs otherwise and in addition to the fees for the regular meetings of IEMs, over and above the ceiling of ₹ 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be same as given in Para 6.2 above.

6.4 The organization concerned shall provide place for meeting and secretarial assistance to IEMs for rendering his/her job as IEM. No payment in lieu of secretarial assistance shall be paid to the IEMs.

7.0 REVIEW SYSTEM

7.1 CVOs of all organizations would keep the Commission posted with the implementation status through their annual reports and special reports, wherever necessary.

7.2 All organizations are called upon to make sincere and sustained efforts to imbibe the spirit and principles of the Integrity Pact and ensure its effective implementation.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम-ए-आर-, प्लॉट नं ए-एफ- III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
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संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/85 दिनांक: 10.08.2023

सेवा में,

All ED & HOD of CIL HQ
The TS to CMD, ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager (CMC)/(CIVIL), ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager NEC

विषय: **Adoption of Manual on Procurement of Consultancy & Other Services issued by DoE by CIL & its subsidiaries**

महाशय,

The subject issue deliberated in 314th meeting of CIL CFDs held on 04.08.2023 and the adoption of Manual on Procurement of Consultancy & Other Services issued by DoE for CIL & its Subsidiaries was approved and as communicated by Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:30872 dated 09.08.2023 is as follows:-

1. Adoption of Manual on Procurement of Consultancy & Other Services issued by Department of Expenditure (DoE) by CIL & its subsidiaries for Services other than those covered under Chapter 3 & 6 of Contract Management Manual & MCEW with following stipulations (in line with the modifications approved by CFDs for Manual for Civil Engineering Works (MCEW), Contract Management Manual Chapter 2, 3 & 6 and Guidelines for e-Procurement of Works & Services):

a) The tendering procedure shall be as per the Guidelines for e-Procurement of Works & Services / GeM Guidelines, as applicable.

b) Code of Integrity of public procurement (CIPP):
i. All Procuring Officials shall give an undertaking to abide by the Code of Integrity of public procurement (CIPP) in ERP while processing PR in ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regard shall be given by all procuring officials.
ii. In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/ Subsidiary, with the Competition Commission of India.
iii. The existing conflict of interest provision in Contract Management Manual (CMM)-2023 and amended from time to time shall be adopted. The penal provision in this regard shall be as per CIPP.

c) Guidelines on Debarment of firms from Bidding shall be as per "Guidelines for Banning of Business" as provided in Guidelines for e-Procurement of Works & services-2023 and amended from time to time.
i. The Appellate Authority in case debarment is done with approval of CMD, CIL shall be CFDs, CIL.
ii. The debarment done by DOE/MOC shall also be applicable in CIL and its Subsidiaries.
iii. In case of shortage of firms (less than three eligible firm) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour

should be to pragmatically analyse the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.

iv. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by the DOE/MOC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission.

d) The validity of the Bank Guarantee submitted as Performance Security shall be for a period of "one year" or "ninety days, beyond the period of contract / extended contract period (if any)", whichever is more.

Time for submission of Performance Security/BG, Extension of time period for submission of Performance Security beyond NIT / Tender Document shall be as per the relevant clauses of CMM/MCEW.

e) BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

f) Tender accepting authority shall approve the award of work after concurrence of associate finance. The timeline for clearing of proposal by Associate Finance shall be 3 (three) working days.

g) The certificate for Working Capital, Certificate for GST unregistered bidder, Financial Turnover Certificate etc issued only by Practicing Chartered Accountants shall be accepted.

h) Dispute Resolution Mechanism shall be as per the Clauses of "Settlement of Disputes" & "Settlement of disputes through arbitration" of CMM-2023 and as amended from time to time.

i) The other conditions including Eligibility Criteria may be adopted in line with Manual on Procurement of Consultancy & Other Services of DoE.

Various instructions containing "shall" in the Manual are mandatory and any deviation from these instructions shall require approval of the Board of Directors of CIL/Subsidiaries as the case may be. However non-mandatory provisions (other than "shall") of the Manual on Procurement of Consultancy & Other Services of DoE may be customized to suit their needs with the approval of CFDs of CIL / Subsidiaries, with intimation to respective Boards. Tender approving authorities may be defined as per prevailing DoP of CIL and the subsidiaries.

All such changes approved in the manual as provided above by Subsidiaries shall also be communicated to CIL for information.

This is for your information and further needful actions, please.

भवदीय,

10/08/2023

GM CMC
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. Adv.(M&C), CIL
4. TS to D(T), CIL
5. Office File

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) कोल भवन, परिसर संख्या 04 एम-ए-आर-, प्लॉट नं ए-एफ- III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी-आई-एल/महाप्र(संप्रप्र)/2023/84 दिनांक: 10.08.2023

सेवा में,

The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager, NEC.

विषय: **Aligning definition of "Conflict of Interest" clause of CMM with DoE manuals.**

महाशय,

The subject issue was deliberated in 314th meeting of CIL CFDs held on 04.08.2023. The amendments approved in the "Conflict of Interest" clause of CMM as communicated by Company Secretary, CIL vide letter No.CIL:XI(D):04135:2023:30871 dated 09.08.2023 is as follows:-

Clause No.	Existing provision of CMM	Approved Clause
Annexure-III(Proforma of CIPP) of Chapter-3 & 6 and Annexure-IA(Proforma of CIPP) of Chapter-2	**"Conflict of interest":** A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if: a. they have controlling partner(s) in common; or b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or c. they have the same legal representative/agent for purposes of this bid; or d. they have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e. a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or f. in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;	**"Conflict of interest":** Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

This is for your information and taking necessary actions.

भवदीय,

10/05/2023

GM CMC
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM(Civil), CIL
4. TS to D(T), CIL
5. Office File

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)

CIN: L23109WB1973GOI028844
Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
कोल भवन, परिसर संख्या 04 एम॰ए॰आर॰, प्लॉट नं ए॰एफ॰ III
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156
Action Area – 1A, New Town, Rajarhat, Kolkata: 700156

फोन/Phone: 033-71104198
ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/87 दिनांक: 23.08.2023

सेवा में,

All ED & HOD of CIL HQ
The TS to CMD, ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager (CMC), ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager NEC

विषय: **Alignment of Guidelines for Debarment of firms from Bidding in CMM and Guidelines for e-Procurement of Works and Services with DoE Manual for Works.**

महाशय,

CFDs of CIL its 313th meeting held on 26.07.2023 approved the revised Guidelines for Debarment of firms from Bidding in Chapter 2, 3 and 6 of CMM and Guidelines for e-Procurement of Works and Services aligning with DoE Manual and recommended for obtaining approval of CIL Board for exemption of some mandatory provisions of DoE Manual which were not proposed to be incorporated. The approval of CFDs was communicated by Company secretary vide letter No. CIL:XI(D):04135:2023:30833 dated 31.07.2023.

CIL Board in its 456th meeting held on 08.08.2023 approved the aforesaid proposed exemptions of those mandatory provisions of DoE Manual. The approval of CIL Board has been communicated by Company secretary vide letter No. CIL:XI(D):04112:2023:30913 dated 23.08.2023.

The existing provision vis-a-vis modified provision regarding Guidelines on Debarment of firms from Bidding is attached as ANNEXURE-A.

This shall come into force with immediate effect.

भवदीय,
23/08/23
GM CMC
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM(Civil)/GM(Vigilance), CIL
4. Adv.(M&C), CIL
5. TS to D(T), CIL
6. Office File

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
1.	Section 08 of Chapter-2 of CMM at page No.135 Section 07 of Chapter-3 of CMM at page No.98 Section 08 of Chapter-6 of CMM at page No.130 Clause 13 of Chapter-2 of Guidelines for e-Procurement of Works and Services at page No.31	**Guidelines on Debarment of firms from Bidding-** CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts. 1. Observance of Principle of Natural Justice before debarment of firm from Bidding. 2. The Bidder/Contractor may be debarred in the following circumstances: i) If Bidder backs out after notification of opening of price bid and if that Bidder is found to be L-1. ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period. iii) If L-1 Bidder fails to start the work on scheduled time. iv) In case of failure to execute the work as per mutually agreed work schedule. v) Continued and repeated failure to meet contractual Obligations: a. In case of partial failure on performance, agency shall be debarred from future participation	**Guidelines on Debarment of firms from Bidding-** CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts. 1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor). 2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'. 3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm. 4. The contracting entity may be debarred from bidding in the following circumstances: - i) Withdrawal of Bid as per relevant provisions of tender document.

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
		in tenders keeping his present contract alive. b. On termination of contract. vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means. vii) Formation of price cartels with other contractors with a view to artificially hiking the price. viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice. ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended. x) Contractor fails to renew the securities deposited to the department. xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period. xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists. xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.	ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period. iii) If L-1 Bidder fails to start the work on scheduled time. iv) In case of failure to execute the work as per mutually agreed work schedule. v) Continued and repeated failure to meet contractual Obligations: a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive. b. On termination of contract. vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means. vii) Formation of price cartels with other contractors with a view to artificially hiking the price. viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice. ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
		3. Such 'Debarment of firms from Bidding, if and when effected, shall be with prospective effect only. The effect of 'Debarment of firms from Bidding' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is debarred after online notification of opening of Price Bid, such a debarment will not be effective for that work. 4. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'Debarment of firms from Bidding' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. In case of clause (2)(vi) above, minimum period of debarment shall be 05 (Five) years for work covered under Chapter 3 & 6 of CMM. 5. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, all partners in case of Joint Venture/Consortium, all the	x) Contractor fails to renew the securities deposited to the department. xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period. xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists. xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company. xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document. xv) False declarations w.r.t Make in India Order. xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
		partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such debarred owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such debarment. 6. The above 'Debarment of firms from Bidding' shall be in addition to other penal provisions of NIT/Contract document. 7. Approving Authority: The 'Debarment of firms from Bidding' of a contracting entity shall be done with the approval of the Competent Authority as per the details below: a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarring shall be CMD of CIL/Subsidiary Company. b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary	5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms. In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them. The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders. 6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
		Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company. 8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Debarment of firms from Bidding'. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority. Any change on the above may be done with approval of FDs of CIL. 9. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company. 10. Efforts shall be made by the concerned Department so that such order is linked to e tender portal of Coal India Limited.	the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. This shall be done only in those case where debarment has been done across CIL and its Subsidiaries. 7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years. 8. Once a contracting entity is debarred, it shall be extended to the

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
			constituents of that entity, i.e. partners(jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred. 9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document. 10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries. 11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
			analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve. 12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below: a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company. b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company. 13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation. A debarment order may be revoked before the expiry of the Order, by the

ANNEXURE-A

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
			competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason. 14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL. 15. Any change on the above may be done with approval of FDs of CIL. 16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)
CIN: L23109WB1973GOI028844
Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
कोल भवन, परिसर संख्या 04 एम-ए-आर-, प्लॉट नं ए-एफ- III
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156
Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
फोन/Phone: 033-71104198
ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी॰आई॰एल/महाप्र(संप्रप्र)/2023/91 दिनांक: 29.08.2023

सेवा में,

All ED & HOD of CIL HQ
The TS to CMD, ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager (CMC), ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager NEC

विषय: **Amendments in the existing clause of Performance Security to be provided by the successful Bidder in Chapter 2, 3 and 6 of CMM and Model NIT documents for Highwall Mining and Continuous Miner.**

महाशय,

CFDs of CIL in its 316th meeting held on 16.08.2023 approved the amendments in the existing clause of Performance Security to be provided by the successful Bidder in Chapter 2, 3 and 6 of CMM and Model NIT documents for Highwall Mining and Continuous Miner. The approval of CFDs was communicated by Company secretary vide letter No. CIL: XI (D):04135:2023:30935 dated 28.08.2023.

The existing provision vis-a-vis modified provision regarding Performance Security to be provided by the successful Bidder is attached as ANNEXURE-A.

This shall come into force with immediate effect.

भवदीय,
29/08/2023
HoD CMC
CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM(Civil)/GM(Vigilance), CIL
4. Adv.(M&C), CIL
5. TS to D(T), CIL
6. Office File

ANNEXURE-A

S No	Clause	Existing Clauses	Amended Clauses
1.	Clause 3.1.2 of GTC of Chapter-2 of CMM at page No.58 Clause 4.3 of GTC of Chapter-3 of CMM at page No.55 Clause 4.3 of GTC of Chapter -6 of CMM at page No.58	If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either – (a) at Bidder's option by a Scheduled Bank Or (b) by a Foreign Bank located in India and acceptable to the Employer. BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted. (c) the validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract/extended period of contract (if any)", whichever is more.	If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either – (a) at Bidder's option by a Scheduled Bank, Or (b) by a Foreign Bank located in India and acceptable to the Employer. (c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity. The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above. Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall

			furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement. The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.
		Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at …….. The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.	Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at …….. The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

2.	Clause 1.4.1 of Service level Agreement of Model Tender document (NIT) for Highwall Mine at page No.7	1.4.1 Security Deposit shall consist of two parts; i) Performance Security to be submitted upon award of work/LoA/Contract Order and ii) Retention Money to be recovered from running bills. The Security Deposit shall bear no interest. The L-1 Bidder shall, as a security for the performance of its obligations under this Agreement, provide to the Authority, no later than [60 (sixty)] days from the date of issue of the LoA or within such period as may be extended by the Authority, an irrevocable, unconditional, first demand bank guarantee from a Bank for a sum of [Rs. [****] (Rupees [****in words])][2] substantially in the form set forth in Annexure-XI (the "Performance Security"). The Contractor shall keep the Performance Security valid, effective and in full force, until the date that occurs 01 (one) year or 90 (ninety) days after the expiry of the Contract Period. It is hereby clarified that the Contractor shall keep the Performance Security valid, effective and in full force in an extendable/renewable manner revolving after a period of at least 3 (three) years. In this regard, the Authority reserves the right to call for any documentary evidence from the Contractor in relation to such extension or renewal of the Performance Security and the Contractor shall be under an obligation to furnish all documents as may be required by the Authority in this regard. Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall	1.4.1 Security Deposit shall consist of two parts; i) Performance Security to be submitted upon award of work/LoA/Contract Order and ii) Retention Money to be recovered from running bills. The Security Deposit shall bear no interest. If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either – (a) at Bidder's option by a Scheduled Bank, or (b) by a Foreign Bank located in India and acceptable to the Employer. (c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity. The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above. Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing

		furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement. [2] shall be 5 (five) % of Estimated Annualized Contract Value	which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement. The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.
3.	Clause 4.4.2 of Conditions of Contract of standard global bid document for continuous miner/similar equipment with continuous cutting technology on hiring basis at page No.42	Performance Security should be 5% of Annualised Contract amount and should be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance in the form of irrevocable Bank guarantee from Scheduled Indian Bank in the prescribed format.	Performance Security should be 5% of Annualised Contract amount and should be submitted by the successful bidder within 15 days of issuance of Letter of Acceptance in the form of irrevocable Bank guarantee from Scheduled Indian Bank in the prescribed format. If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either – (a) at Bidder's option by a Scheduled Bank, or (b) by a Foreign Bank located in India and acceptable to the Employer. (c) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity. The subsequent extension shall

			be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above. Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor’s obligations under this Agreement. The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.
		The bid security (EMD) deposited by the successful bidder shall be returned to them after submitting the Performance Security. 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(EMD).	The bid security (EMD) deposited by the successful bidder shall be returned to them after submitting the Performance Security. 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 (EMD).

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2023/ 102 दिनांक: 28.09.2023

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL
The General Manager, NEC.

Sub: <u>Modifications approved in Specimen NIT in Chapter 3 & 6 of Contract Management Manual</u>

Dear Sir,

Pursuant to a proposal from WCL, the following clause has been included in the specimen NIT (enclosed), provided in Chapter 3 & 6 of Contract Management Manual 2023, to give more clarity:

Procurement of Services through GeM:

i) The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, even if the same are either not specially indicated in the NIT or not in line with the provisions of Chapter – 3 & 6 of CIL's CMM.

ii) The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

This is issued with competent approval.

Yours faithfully,

28/09/2023
GM CMC
CIL

Encl: As above

Copy:
1. Director (Technical), CIL
2. ED(Co-ordination), CIL
3. ED(M&C), CIL
4. Office File

ANNEXURE-XV

NOTICE INVITING TENDER

(Scope of Work indicating Quantity, value etc. with GST)
(Specimen Copy-Subsidiary Company may modify suitably)

(Standard NIT is to be approved and followed uniformly in line with provision of e-Procurement Guidelines and relevant ITB with the following minimum parameters)

1. Tenders are invited on-line on the website https://coalindiatenders.nic.in from the eligible Bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced upto the chain of trust to the Root Certificate of CCA, for the following work(s):

Description of work	Estimated Cost of Work (Without GST) (In Rs.)	GST on the Estimated Cost of Work (In Rs.)	Total Cost of the Work including GST (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)

Note: * Average quantity per day is _____
****The estimate is prepared at a base diesel price of Rs._____etc. and including GST@___.**

The details of the tender will be mirrored in the Central Public Procurement Portal http://eprocure.gov.in of Govt. of India.

2. Time Schedule of Tender:

Sl. No.	**Particulars**	**Date**	**Time**
1	Tender e-Publication date		
2	Document download start date		
3	Document download end date		
4	Bid Submission start date		
5	Bid submission end date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Date of Pre-bid Meeting		
9	Part-I/Technical Bid Opening date		
10	Part-II/ Price Bid Opening date		

*Note:

i. If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended

for a period of Four days ending at_hrs. The auto extension shall work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day.

ii. This extension will be also applicable in case of receipt of zero bid.

iii. Bidders will have right to modify / withdraw their bids during extended period of submissionof bids.

iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

v. If the above extended date falls on Holiday i.e. a non-working day as defined in the e-procurement portal, then the same is to be re-scheduled to the next working day.

vi. The validity period of the tender should be decided based on the final end date ofsubmission of bids.

vii. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

3. Earnest Money (EMD):

Rs……..(1.25 % of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs.) as Earnest Money/ Bid Security.

3.1 The Bidder will have to make the payment of EMD through online mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

Net-Banking: In case of payment through net-banking the money will be immediately transferred to designated Account.

NEFT/ RTGS: In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account before bid submission.

3.2 Bidder will be allowed to submit his/her bid only when the EMD is successfully received in designated account and the information flows from Bank to e-Procurement system.

3.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from the payment of Earnest Money.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the

specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

4. Pre-bid Meeting:

Pre-bid meeting will be held on…… at .....(time) in the office of ……. , if specified under Instructions to Bidders. 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. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested Bidders.

5. Clarification of Bid:

The Bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.

6. On-line user portal agreement:

The Bidders have to accept the on-line user portal agreement, which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through https://coalindiatenders.nic.in in order to become an eligible Bidder. This will be a part of the Agreement.

7. Eligible Bidders:

1. The Invitation for Bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Ventures (JV)/Consortium. The Bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in NIT.

2. Joint Venture (JV)/Consortium: Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture/Consortium details:
Name of all members of a JV/CONSORTIUM (not more than 3):
1. Lead Member (minimum participation share – 50%)
2. Member (minimum participation share – 20%)
3. Member (minimum participation share – 20%)

Joint Venture/Consortium must comply the following requirements:

i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV/CONSORTIUM as spelt out in the relevant Clause.

ii. The formation of JV/CONSORTIUM or change in the JV/CONSORTIUM character/ members after submission of the bid and any change in the bidding regarding JV/CONSORTIUM will not be permitted.

iii. The bid, and in case of a successful bid - the Agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/CONSORTIUM Agreement providing the joint and several liabilities with respect to the contract.

iv. The pre-qualification of a JV/CONSORTIUM does not necessarily pre-qualify any of its member individually or as a member in any other JV/CONSORTIUM. In case of dissolution of a JV/CONSORTIUM, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v. The bid submission must include documentary evidence to the relationship between JV/CONSORTIUM members in the form of JV/CONSORTIUM Agreement to legally bind all members 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 JV/CONSORTIUM. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.

vii. The JV/CONSORTIUM must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV/CONSORTIUM and the entire execution of the contract shall be done with active participation of the Lead Member.

viii. The contract agreement should be signed by each JV/CONSORTIUM members. Subsequent declarations/letters/documents shall be signed by Lead Member authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.

ix. The bid should be digitally signed by a person authorized by all the members of the JV/CONSORTIUM.

x. An entity can be a member in only one JV/CONSORTIUM. Bid submitted by JV/CONSORTIUMs including the same entity as member will be rejected.

xi. The JV/CONSORTIUM Agreement may specify the share of each individual member 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 member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii. The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period, bid will be rejected.
If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the members of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.

xiii. JV/CONSORTIUM Agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to a JV/CONSORTIUM firm, they will register the JV/CONSORTIUM Agreement under Registration Act in accordance with law.

xiv. JV/CONSORTIUM shall open a bank account in the name of JV/CONSORTIUM and all payments due to the JV/CONSORTIUM shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/CONSORTIUM before making any payment.

xv. The JV/CONSORTIUM must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/CONSORTIUM agreement.

xvi. If a Bidder participates as Joint Venture (JV)/Consortium, the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

3. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

4. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

8. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

8.1 Eligibility criteria to qualify for award of the contract –

a. Work Experience: The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year) put to Tender, in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean: Loading and / or Transportation of coal/Excavation and / or Transportation of Coal / Overburden/ Shale/Extraneous materials/Sand / ore / Minerals etc. by mechanized means However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.

"Annualised value" of the work shall be calculated as the "(Estimated value/Period of completion in Days) x 365".

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

Note:

1. Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender on NIC portal.
2. The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT.

[In case of JV/CONSORTIUM, Work Experience shall be met collectively by all the members.]

Information to be furnished online:

I. Start date of the year for which work experience of Bidder is to be considered for eligibility.
II. Start date & end date of each qualifying experience (similar nature).
III. Work Order Number/Agreement Number of each experience.
IV. Name & address of Employer/Work Order Issuing authority of each experience
V. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or the actual % of share in case of a Joint Venture/Consortium/Partnership firm).
VI. Executed Value of work against each experience.
VII. In case the Bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual partners of JV/CONSORTIUM or the JV/CONSORTIUM itself may be furnished as the work experience of the Bidder.

Note:

Work experience criteria is not required for tender value below Rs.50 Lakh unless otherwise specified in the NIT.

Supporting Documents to be uploaded online:

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.

b. Working Capital: Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.

[In case of JV/CONSORTIUM, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

Information to be furnished online:

i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
ii. Date on which the Bidder possesses the required working capital.
iii. Name of the Chartered Accountant (CA).
iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
v. Date of Issue of Certificate.

In case the Bidder is a Joint Venture/Consortium, the working capital of the individual members of the JV/CONSORTIUM will be added together.

Note:

Working Capital criteria is not required for tender below Rs.50 Lakh.

Supporting Documents to be uploaded online:

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online.

c. Fleet Requirement: The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

Information to be furnished online:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

d. PAN Card: PAN card issued by Income Tax department, Govt. of India (In case of JV/CONSORTIUM, PAN card for each Indian partner of JV/CONSORTIUM and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/CONSORTIUM itself).

Information to be furnished online:
In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):
PAN card issued by Income Tax department, Govt. of India.
Note: In case of JV/CONSORTIUM, each Indian member of JV/CONSORTIUM should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV/CONSORTIUM itself should possess PAN.

e. GST Registration (Not Applicable for Exempted Services): The Bidder should be either GST Registered Bidder under regular scheme.

OR

GST Registered Bidder under composition scheme.

OR

GST unregistered Bidder during bid submission as per above.

Information to be furnished online:

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.

2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):

The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

a) Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

b) Status: GST registered Bidder under composition scheme.

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

c) Status: GST unregistered Bidder:

Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered

Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

[In case of JV/CONSORTIUM, Bidder should submit scanned copy of GST status of Lead Partner.].

Note: - If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

f. Legal Status of the Bidder: The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture/Consortium.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):

. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV/CONSORTIUM Bidder:

i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.

ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/CONSORTIUM agreement on behalf of them.

iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM as mentioned below:

a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

b) Partnership deed containing name of partners.

OR

c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV/Consortium as mentioned below:

a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

b) Partnership deed containing name of partners.

OR

c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder

g. Digital Signature Certificate (DSC): The Bidders have to get themselves registered online on the e-Procurement portal of CIL (https://coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person.

If the Bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online 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.

h. Written Consent regarding Arbitration:
It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture/Consortium. For this a general form of undertaking has been specified in e-Procurement Guideline of Works and Services containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.

i. The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

j. Restrictions on Public Procurement from certain countries:
The Undertaking of the Bidder regarding compliance to order No.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

k. Undertaking: An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

l. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per

provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

m. Purchase Preference under 'Make in India' Policy for "Local supplier".

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.
In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I *Local Supplier*, Class-II local supplier, Non-Local supplier, *Local Content* and Margin of Purchase Preference as per above mentioned Order are as follows: -

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note:-

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating

the percentage of local content in the offered items in Undertaking as per format.

b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

8.2 Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified:

1. If they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. On account of currency of debarment as applicable.

8.3 If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

8.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

9. General Instructions for Submission of Bid (As per e-Procurement Guidelines)

a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.

b. In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

c. The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT 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.

d. Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

e. Confirmatory Documents:

All the Confirmatory documents as enlisted in the NIT in support of online information furnished by the Bidder are to be uploaded in Cover-I by the Bidder while submitting the bid online.

f. Price Bid (in Cover-II):

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This 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 Cover-I/ Cover-II, as specified for One Part system and in Cover-II for Two Part system. The Price-bid will be in Item Rate or Percentage Rate BOQ or Mixed Rate BOQ format and the Bidder will have to quote for all the tendered items as per NIT and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The rate to be quoted will be exclusive of GST but inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. GST is to be shown separately on the overall value of the work. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

10. Validity Period of Offer

The rates offered in Part II (Price Bid) should be valid for 120 days after the last date of submission of Bid.

11. Opening of Bids

As per provisions in the NIT in line with e-Procurement Guidelines.

12. **The** Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

13. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on our website ……...only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

14. A) User portal agreement of e-Procurement portal shall be made a part of Contract document.

B) The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

15. The Bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid. (Applicable on Estimated cost for bids as specified by CIL from time to time).

Shri…….. has/have been nominated as Independent External Monitor for this tender, whose contact details are as under.

Name	Address	Contact Number

16. **Procurement of Services through GeM:**

i) The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, even if the same are either not specially indicated in the NIT or not in line with the provisions of Chapter – 3 of CIL's CMM.

ii) The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

Signature

ANNEXURE-XII
NOTICE INVITING TENDER
(Scope of Work indicating Quantity, value etc. with GST)
(Specimen Copy-Subsidiary Company may modify suitably)

(Standard NIT is to be approved and followed uniformly in line with provision of e-Procurement Guidelines and relevant ITB with the following minimum parameters)

1. Tenders are invited on-line on the website https://coalindiatenders.nic.in from the eligible Bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced upto the chain of trust to the Root Certificate of CCA, for the following work(s):

Description of work	Estimated Cost of Work (Without GST) (In Rs.)	GST on the Estimated Cost of Work (In Rs.)	Total Cost of the Work including GST (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)

Note: * Average quantity per day is _____

****The estimate is prepared at a base diesel price of Rs._____etc. and including GST@__.**

The details of the tender will be mirrored in the Central Public Procurement Portal http://eprocure.gov.in of Govt. of India.

2. Time Schedule of Tender:

Sl. No.	**Particulars**	**Date**	**Time**
1	Tender e-Publication date		
2	Document download start date		
3	Document download end date		
4	Bid Submission start date		
5	Bid submission end date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Date of Pre-bid Meeting		
9	Part-I/Technical Bid Opening date		
10	Part-II/ Price Bid Opening date		

*Note:

i. If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended for a period of Four days ending at_hrs. The auto extension shall

work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day.

ii. This extension will be also applicable in case of receipt of zero bid.

iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids.

iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

v. If the above extended date falls on Holiday i.e. a non-working day as defined in the e-procurement portal, then the same is to be re-scheduled to the next working day.

vi. The validity period of the tender should be decided based on the final end date of submission of bids.

vii. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

3. Earnest Money (EMD):

Rs……..(1.25 % of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs.) as Earnest Money/ Bid Security.

3.1 The Bidder will have to make the payment of EMD through online mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

Net-Banking: In case of payment through net-banking the money will be immediately transferred to designated Account.

NEFT/ RTGS: In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account before bid submission.

3.2 Bidder will be allowed to submit his/her bid only when the EMD is successfully received in designated account and the information flows from Bank to e-Procurement system.

3.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from the payment of Earnest Money.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within

the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

4. Pre-bid Meeting:

Pre-bid meeting will be held on…… at.....(time) in the office of ..... , if specified under Instructions to Bidders. 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. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested Bidders.

5. Clarification of Bid:

The Bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.

6. On-line user portal agreement:

The Bidders have to accept the on-line user portal agreement, which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through https://coalindiatenders.nic.in in order to become an eligible Bidder. This will be a part of the Agreement.

7. Eligible Bidders:

1. The Invitation for Bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Ventures (JV)/Consortium. The Bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in NIT.

2. Joint Venture (JV)/Consortium: Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture/Consortium details:
Name of all members of a JV/CONSORTIUM (not more than 3):
1. Lead Member (minimum participation share – 50%)
2. Member (minimum participation share – 20%)
3. Member (minimum participation share – 20%)

Joint Venture/Consortium must comply the following requirements:

i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/CONSORTIUM will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice. However, the required Working Capital shall be met by individual members of JV/CONSORTIUM as spelt out in the relevant Clause.

ii. The formation of JV/CONSORTIUM or change in the JV/CONSORTIUM character/ members after submission of the bid and any change in the bidding regarding JV/CONSORTIUM will not be permitted.

iii. The bid, and in case of a successful bid - the Agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/CONSORTIUM Agreement providing the joint and several liabilities with respect to the contract.

iv. The pre-qualification of a JV/CONSORTIUM does not necessarily pre-qualify any of its member individually or as a member in any other JV/CONSORTIUM. In case of dissolution of a JV/CONSORTIUM, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v. The bid submission must include documentary evidence to the relationship between JV/CONSORTIUM members in the form of JV/CONSORTIUM Agreement to legally bind all members 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 JV/CONSORTIUM. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Member. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.

vii. The JV/CONSORTIUM must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV/CONSORTIUM and the entire execution of the contract shall be done with active participation of the Lead Member.

viii. The contract agreement should be signed by each JV/CONSORTIUM members. Subsequent declarations/letters/documents shall be signed by Lead Member authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.

ix. The bid should be digitally signed by a person authorized by all the members of the JV/CONSORTIUM.

x. An entity can be a member in only one JV/CONSORTIUM. Bid submitted by JV/CONSORTIUMs including the same entity as member will be rejected.

xi. The JV/CONSORTIUM Agreement may specify the share of each individual member 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 member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii. The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period, bid will be rejected.
If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the members of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.

xiii. JV/CONSORTIUM Agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to a JV/CONSORTIUM firm, they will register the JV/CONSORTIUM Agreement under Registration Act in accordance with law.

xiv. JV/CONSORTIUM shall open a bank account in the name of JV/CONSORTIUM and all payments due to the JV/CONSORTIUM shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/CONSORTIUM before making any payment.

xv. The JV/CONSORTIUM must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/CONSORTIUM agreement.

xvi. If a Bidder participates as Joint Venture (JV)/Consortium, the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

3. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

4. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

8. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

8.1 Eligibility criteria to qualify for award of the contract –

a. Work Experience: The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year) put to Tender, in any year (consecutive 365 days) during last 7(seven) years

ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean: Excavation & transportation of coal / soil/overburden/shale/ore/ minerals etc. by mechanized means. However, works of similar nature may be suitably defined by respective Subsidiaries based on its own necessity.

"Annualised value" of the work shall be calculated as the "(Estimated value/Period of completion in Days) x 365".

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

Note:

1. Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender on NIC portal.
2. The definition of Similar Work to be given in the NIT should be broader, unambiguous, explicit and it should contain the predominant nature of tendered work. There should not be any scope for different interpretation by Bidder and the department with respect to "Similar nature of work" defined in the NIT.

[In case of JV/CONSORTIUM, Work Experience shall be met collectively by all the members.]

Information to be furnished online:

I. Start date of the year for which work experience of Bidder is to be considered for eligibility.
II. Start date & end date of each qualifying experience (similar nature).
III. Work Order Number/Agreement Number of each experience
IV. Name & address of Employer/Work Order Issuing authority of each experience
V. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or the actual % of share in case of a Joint Venture/Consortium/Partnership firm).
VI. Executed Value of work against each experience
VII. In case the Bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual partners of JV/CONSORTIUM or the JV/CONSORTIUM itself may be furnished as the work experience of the Bidder.

Note:

Work experience criteria is not required for tender value below Rs.50 Lakh unless otherwise specified in the NIT.

Supporting Documents to be uploaded online:

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.

b. Working Capital: Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.
[In case of JV/CONSORTIUM, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

Information to be furnished online:

i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
ii. Date on which the Bidder possesses the required working capital.
iii. Name of the Chartered Accountant (CA).
iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
v. Date of Issue of Certificate.

In case the Bidder is a Joint Venture/Consortium, the working capital of the individual members of the JV/CONSORTIUM will be added together.

Note:

Working Capital criteria is not required for tender below Rs.50 Lakh.

Supporting Documents to be uploaded online:

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder online.

c. Fleet Requirement: The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired.

Information to be furnished online:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders as per NIT either owned or hired

d. PAN Card: PAN card issued by Income Tax department, Govt. of India (In case of JV/CONSORTIUM, PAN card for each Indian partner of

JV/CONSORTIUM and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/CONSORTIUM itself).

Information to be furnished online:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):

PAN card issued by Income Tax department, Govt. of India.

Note: In case of JV/CONSORTIUM, each Indian member of JV/CONSORTIUM should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV/CONSORTIUM itself should possess PAN.

e. GST Registration (Not Applicable for Exempted Services): The Bidder should be either GST Registered Bidder under regular scheme.

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

Information to be furnished online:

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.

2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):

The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

a) Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

b) Status: GST registered Bidder under composition scheme.

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

c) Status: GST unregistered Bidder:

Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

(In case of JV/CONSORTIUM, Bidder should submit scanned copy of GST status of Lead Partner.).

Note: - If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

f. Legal Status of the Bidder: The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture/Consortium.

Supporting Documents to be uploaded online (in BIDDER SPACE / MY DOCUMENT):

The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV/CONSORTIUM Bidder:

i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.

ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/CONSORTIUM agreement on behalf of them.

iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM as mentioned below:

a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

b) Partnership deed containing name of partners.

OR

c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV/Consortium as mentioned below:

a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

OR

b) Partnership deed containing name of partners.

OR

c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder

.

g. Digital Signature Certificate (DSC): The Bidders have to get themselves registered online on the e-Procurement portal of CIL (https://coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person.

If the Bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online 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.

h. Written Consent regarding Arbitration:
It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture/Consortium. For this a general form of undertaking has been specified in e-Procurement Guideline of Works and Services containing this Clause. For other category of Bidders acceptance of terms and condition through User Portal Agreement / LOB complies this requirement.

i. The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

j. Restrictions on Public Procurement from certain countries:
The Undertaking of the Bidder regarding compliance to order No.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

k. Undertaking: An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

l. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

m. Purchase Preference under 'Make in India' Policy for "Local supplier".

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.
In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I *Local Supplier*, Class-II local supplier, Non-Local supplier, *Local Content* and Margin of Purchase Preference as per above mentioned Order are as follows: -

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note:-

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format.

b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

8.2 Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified:

1. If they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. On account of currency of debarment as applicable.

8.3 If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

8.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

9. General Instructions for Submission of Bid (As per e-Procurement Guidelines)

a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.

b. In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

c. The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT 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.

d. Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

e. Confirmatory Documents:
All the Confirmatory documents as enlisted in the NIT in support of online information furnished by the Bidder are to be uploaded in Cover-I by the Bidder while submitting the bid online.

f. Price Bid (in Cover-II):
The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This 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 Cover-I/ Cover-II, as specified for One Part system and in Cover-II for Two Part system. The Price-bid will be in Item Rate or Percentage Rate BOQ or Mixed Rate BOQ format and the Bidder will have to quote for all the tendered items as per NIT and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The rate to be quoted will be exclusive of GST but inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. GST is to be shown separately on the overall value of the work. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

10. Validity Period of Offer
The rates offered in Part II (Price Bid) should be valid for 120 days after the last date of submission of Bid.

11. Opening of Bids
As per provisions in the NIT in line with e-Procurement Guidelines.

12. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

13. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on our website ……..only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

14. A) User portal agreement of e-Procurement portal shall be made a part of Contract document.

B) The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

15. The Bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid. (Applicable on Estimated cost for bids as specified by CIL from time to time).

Shri…….. has/have been nominated as Independent External Monitor for this tender, whose contact details are as under.

Name	Address	Contact Number

16. Procurement of Services through GeM for Services

i) The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, even if the same are either not specially indicated in the NIT or not in line with the provisions of Chapter – 6 of CIL's CMM.

ii) The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

Signature

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2023/103 दिनांक: 29.09.2023

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL
The General Manager, NEC.

Sub: Modifications approved in Guidelines for e-Procurement of Works & Services-2023

Dear Sir,

A proposal on "System improvement suggestions in respect of Standard NIT documents prepared at CIL, modified at Subsidiary's end" was initiated by Vigilance Department, CIL which was placed in the 162nd CMDs meet held on 19.06.2023. The matter was deliberated and the following was agreed for implementation:

"The guidelines issued for e Procurement of Works & Services should clearly spell out the major and minor changes as far as possible."

Accordingly, a proposal for modification in Clause 7.2 of Preparation and Approval of NIT in Guidelines of e-Procurement for Works & Services was put up to CFDs, CIL in order to bring clarity in major and minor deviations with respect to Standard NIT/ Model Bid Document circulated from CIL

In the context of the above, Company Secretary, CIL vide letter No. CIL:XI(D):04135:2023:31037 dated 28.09.2023, has communicated that CFDs CIL in its 318th meeting held on 21.09.2023 has accorded its approval for the amendments as mentioned in Annexure – 1.

This is for your information and further needful actions, please.

Yours faithfully,

29/09/23
GM CMC
CIL

Encl: As above

Copy:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.), CIL
4. ED(M&C), CIL/ED(Solar), CIL/ ED(EED), CIL/ED(ICT), CIL/ED(Prodn.), CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. GM(Civil), CIL & all Subsidiaries
7. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
8. GM(System), CIL-with request to upload the updated Manuals in CIL Website

Annexure-1

Modifications approved in 318th meeting of CFDs, CIL held on 21.09.2023

GUIDELINES FOR e-PROCUREMENT OF WORKS AND SERVICES-2023, Chapter 2: General Guidelines, Preparation and Approval of NIT, Clause No. 7.2	
Existing Clause	**Amended Clause**
In case standard NIT is prepared and circulated by CIL, it should be followed uniformly throughout all the Subsidiary Companies. The minor changes as per the requirement of Subsidiary Companies or incorporation of subsequent modification in manuals/circulars/guidelines may be made with approval of concerned Director of Subsidiary Companies.	In case standard NIT is prepared and circulated by CIL, it should be followed uniformly throughout all the Subsidiary Companies. The minor changes as per the requirement of Subsidiary Companies or incorporation of subsequent modification in manuals/ circulars/ guidelines may be made with approval of concerned Director of Subsidiary Companies, **while major* changes shall require approval of CFDs, CIL.** *** Major changes - Following shall be construed as Major Changes (to be read along with Clause 7.6 of Chapter 2 of Guidelines of e-Procurement for Works & Services):** **1. Change in Eligibility Conditions.** **2. Change in General Conditions of Contract (including Bid Security, Security Deposit, Dispute Resolution mechanism etc.).** **3. Change in Mode of Tendering (other than electronic online mode above threshold limit as prescribed in manuals of CIL).** **4. Change in Additional Terms and Conditions.** **Note:** *Procuring entities are advised to check specific current provisions of law and other applicable instructions from sources. If a conflict with source documents is noticed, such as CIL Manual or the prevailing laws, Standard NIT/ Model Bid Document circulated from CIL may be suitably modified and CIL may be apprised of such changes.*

कोल इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Coal India Limited
(A Government of India Enterprise)
CIN: L23109WB1973GOI028844
Website: www.coalindia.in

संविदा प्रबंधन प्रकोष्ठ
Contract Management Cell (CMC)
कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ.-III
Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III
एक्शन एरिया 1ए, न्यू टाउन, रजरहाट, कोलकाता- 700156
Action Area – 1A, New Town, Rajarhat, Kolkata- 700156
फोन/Phone: 033-71104138
ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2023/116 दिनांक: 28.11.2023

सेवा में,
The General Manager (CMC)
ECL/BCCL/CCL/NCL/WCL/SECL/MCL
The General Manager, NEC.

Sub: Definition of the word "Company" in Manual for Civil Engineering Works (MCEW), CMM Chapter 2, 3 & 6 and Guidelines for eProcurement of Works & Services of CIL

Dear Sir,

In the 458th CIL Board meeting held on 25.09.2023, Board advised to suitably define the word "Company" in Manual for Civil Engineering Works (MCEW), CMM Chapter 2, 3 & 6 and Guidelines for eProcurement of Works & Services of CIL and make suitable modifications thereof.

To bring more clarity in the approved Guidelines for Debarment, for defining a "Company" as mentioned in the Guidelines, a proposal was put up to CFDs, CIL to comply with the above-mentioned directives of CIL Board.

As communicated by Company Secretary, CIL vide letter no. CIL:XI(D):04135:2023:31196 dated 24.11.2023, CFDs, CIL in their 321st meeting held on 13.11.2023 have approved amendments in the above-mentioned manuals as per the attached Annexure-A.

This is for your information and further needful actions.

Yours faithfully,

28.11.2023
GM CMC
CIL

Encl: As above

Copy:
1. DT, CIL
2. ED(Co-ordination), CIL
3. ED(M&C), CIL/ED(Prodn), CIL
4. GM (Civil), CIL
5. Company Secretary, CIL
6. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
7. TS to D(T), CIL
8. GM(System), CIL-with request to upload the updated document in CIL Website

Annexure-A

Amendments approved 321st meeting of CFDs, CIL held on 13.11.2023			
S No	Section/Clause	Existing Section/Clauses	Proposed Section/Clauses
1.	Section 08 of Chapter-2 of CMM at page No.135 Section 07 of Chapter-3 of CMM at page No.98 Section 08 of Chapter-6 of CMM at page No.130 Clause 13 of Chapter-2 of Guidelines for e-Procurement of Works and Services at page No.31 Clause 20 (Sub-Clause-5) of GTC, MCEW Part II	**Guidelines on Debarment of firms from Bidding-** Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/ proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.	**Guidelines on Debarment of firms from Bidding-** Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/ proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred. **Note:** *"Company" means a company incorporated under Company's Act 2013 or under any previous company law;*

GOVERNMENT OF WEST BENGAL
OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR,
PASCHIM BARDHAMAN-713304,
M.V DEPARTMENT, e mail:- rtopaschimbdn@gmail.com

Memo. No: 195 /M.V. /Paschim Bardhaman Date: 22.02.2024

To
The Area Sales Manager
Salanpur Area
Eastern Coalfields Limited
P.O. – Laiganj, Paschim Bardhaman.

Sub : Regarding tolerance level up to 5% of maximum GVW
Ref : Your Ref. No. SLN/Sales/2023/570 dated 28.11.2023.

Sir,

In reference to the above, you are requested to follow the Notification No. 2038-WT/3M-28/2021 dated 02.08.2021 of the Secretary to the Govt. of West Bengal, Transport Department, West Bengal, 12 R.N. Mukherjee Road, Kolkata – 700 001 which is speak for itself.

This is for your information and taking necessary action.

Enclo. Notification No. 2038-WT/3M-28/2021
Dated 02.08.2021.

Regional Transport Officer
Paschim Bardhaman
Regional Transport Officer
Paschim Bardhaman

ORDER

ORDERED that the Notification be published in the Official Gazette.

Secretary to the Government of West Bengal

No. 2038-WT/3M-28/2021 Dated, Kolkata the 2nd August, 2021

Copy of the Notification is forwarded to the Superintendent, West Bengal, Government Press, 38, Gopal Nagar Road, Alipore, Kolkata – 700 027 with a request to arrange to publish this Notification in the Official Gazette and send 50 (fifty) copies of the same to this Department for official use.

Joint Secretary

No. 2038-WT/3M-28/2021 **Dated,** Kolkata, the 2nd August, 2021

Copy forwarded for information and necessary action to :

1. Director, Transport Directorate.
2. District Magistrate (All)
3. Secretary, STA, West Bengal.
4. RTO (All)
5. ARTO (All)
6. Shri A. Bhowmick, Technical Director, NIC, WBSU – with a request to make necessary modification in the software.
7. Pvt. Secretary to the Hon'ble Minister in Charge, Transport Department, West Bengal.
8. Pvt. Secretary to the Hon'ble Minister of State, Transport Department, West Bengal.
9. P.S. to the Secretary, Transport Department, West Bengal.
10. A.O., Pool Car Office & ex-Officio Deputy Secretary, Transport Department – he is requested to take necessary action for uploding the Notification in the Departmental Website.

Joint Secretary

Government of West Bengal
Department of Transport
PARIBAHAN BHWAN
12, R.N. Mukherjee Road,
Kolkata – 700 001

NOTIFICATION

No. 2038-WT/JM-28/2021 **Dated** : the 2nd August, 2021

Whereas Ministry of Road Transport and Highways, Government of India, issued Notification Nos.S.O. 3467(E) dated 16-07-2018 and S.O. 3881(E) dated 06-08-2018 in exercise of the power conferred in sub-section (1) of section 58 of Motor Vehicles Act 1988,notifying maximum safe axle weight of each axle type in respect of the transport vehicles (other than motor cabs),on the basis of their size, nature and number of tyres ;

And whereas the Director (MVL),MoRTH, GoI, under his letter no. RT11028/11/2017-MVL Dated 18-07-2018 recommended to increase the permissible axle weight of transport vehicles and subsequently in para 2 of his letter no. RT11028/11/2017-MVL Dated 07-08-2018,advised that Transport departments of the states may take necessary action to incorporate the revised GVW in the registration particulars of the transport vehicles ;

And whereas Government Of West Bengal in the Transport Department after careful examination of all aspects and being satisfied deems it expedient to implement the revised axle weight in terms of the Notifications as stated above ;

Therefore, it is ordered that the maximum safe axle weight of each axle type in respect of the transport vehicles (other than motor cabs) as prescribed in the Govt. of India notification numbers S.O. 3467(E) dated 16-07-2018 and S.O. 3881(E) dated 06-08-2018 shall be effective in the entire state of West Bengal and it will be applicable to all the vehicles already registered in this state. Further, the registration particulars of the transport vehicles will be revised to incorporate the revised GVW, on application by the vehicle owner, subject to fulfillment of the terms and conditions as laid down in the notifications above of MoRTH and on payment of necessary fees and revised/ enhanced taxes as applicable for West Bengal.

This order will come into effect immediately.

(Rajesh Kumar Sinha)
Secretary to the Government of West Bengal

No. RT11028/11/2017-MVL
Government of India
Ministry of Road Transport & Highways
(Transport Division)
Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated, the 18th of July, 2018

To

(i) The Chief Secretaries of All States and Administrators of UTs;

(ii) Director Generals Police of all States/Union Territories;

(iii) Principal Secretaries/ Secretaries (Transport) of all States/ UTs;

(iv) Transport Commissioners of all States/ UTs.

Subject: Revision of Safe Axle Weights for Transport Vehicles and enforcement thereof.

Sir,

The permissible safe axle weights of goods vehicles were last notified in the year 1983. Over the years, significant improvements have taken place in tyre technology, vehicle design, pavement design etc. The global axle weight norms are higher as compared to the existing Indian norms. The lower axle weight has often been cited as one of the major factors responsible for high logistics cost in India and incidence of overloading. The issue of revision of axle weight was also raised in the Meeting of the Group of Transport Ministers of the States, who recommended to increase the permissible axle weight of transport vehicles.

2. The issue has been examined in the Ministry and the revised maximum safe permissible axle weight for-Transport vehicles have been notified by the Ministry vide S.O. 3467E on 16th July, 2018. A copy of the notification is enclosed at **Annexure 'A'**. This notification supersedes the earlier notification dated S.O. 728(E) dated 18th October, 1996.

3. The above notification specifies the maximum permissible weight for different configurations of the axles. In order to clarify its impact on the gross vehicle weight (GVW) on vehicles with different axle combinations, an illustrative table has been prepared as a guideline for enforcement agencies. This is enclosed as **Annexure 'B'** for ready reference. It may be noted that any combination of axles in trucks, tractors and trailers would be permissible subject to overall GVW limits and approval process as per CMVR. No separate notification would be required for individual axle combination.

4. It may further be noted that the modular hydraulic trailers may be permitted to carry single indivisible loads of higher values (in terms of dimensions and weight) provided appropriate number of axle row modules are provided and route permissions are taken from the authorities having jurisdiction over area of movement.

5. With the revised permissible weight for the transport vehicles, the state enforcement Authorities are requested to rigorously enforce the regulations and take strict action against overloading by goods vehicles on roads and ensure that such vehicles are stopped and made to unload the excess load before being allowed to proceed further, in addition to levy of penalties under section 194 of the Motor Vehicles Act, 1988.

Yours faithfully

(Priyank Bharti)
Director (MVL)

रजिस्ट्री सं० डी० एल०-33004/99

REGD. NO. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

असाधारण
EXTRAORDINARY
भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 2696] नई दिल्ली, सोमवार, जुलाई 16, 2018/आषाढ 25, 1940
No. 2696] NEW DELHI, MONDAY, JULY 16, 2018/ASHADHA 25, 1940

सड़क परिवहन और राजमार्ग मंत्रालय

अधिसूचना

नई दिल्ली, 16 जुलाई, 2018

का.आ. 3467(अ).—केन्द्रीय सरकार, मोटर यान अधिनियम, 1988 (1988 का 59) की धारा 58 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार के तत्कालीन जल-पृष्ठ परिवहन मंत्रालय (परिवहन विंग) की दिनांक 18 अक्टूबर, 1996 की अधिसूचना संख्यांक का.आ. 728(अ) का अधिक्रमण करते हुए टायरों के आकार, प्रकृति और संख्या को ध्यान में रखते हुए, परिवहन यानों (मोटर कैबों को छोड़कर) के संबंध में प्रत्येक प्रकार की धुरी के अधिकतम सुरक्षा धुरी भार को निम्नानुसार अधिसूचित करती है, अर्थात :—

अधिकतम सुरक्षित धुरी भार		
क्रम सं.	धुरी का प्रकार	अधिकतम सुरक्षित धुरी भार
1.	एक धुरी	
1.1	एक टायर के साथ एक धुरी	3.0 टन
1.2	दो टायर के साथ एक धुरी	7.5 टन
1.3	चार टायर के साथ एक धुरी	11.5 टन*
2.	टेंडम धुरियाँ (दो धुरियाँ) (जहाँ दो धुरियों के बीच की दूरी 1.8 मीटर से कम है)	
2.1	दृढ़ यानों के लिए टेंडम धुरी ट्रेलर्स और आर्ट-ट्रेलर्स	21 टन*
2.2	हाईड्रोलिक और न्यूमेटिक ट्रेलर्स के लिए पूलर ट्रैक्टर्स के लिए टेंडम धुरी	28.5 टन
3.	तीन धुरियाँ (तीन धुरियाँ) (जहाँ बाहरी धुरियों के बीच की दूरी 3 मीटर से कम है)	
3.1	तीन धुरियों के दृढ़ यानों ट्रेलर्स और आर्ट-ट्रेलर्स	27 टन*
4.	धुरी पंक्ति के साथ (दो धुरियाँ प्रत्येक चार टायर) गॉडयूलर हाईड्रोलिक ट्रेलर्स में (एक धुरी को लिए 9 टन भार अनुज्ञेय)	18 टन

*टिप्पण : यदि वाहन में न्यूमेटिक सस्पेंसन सन्निहित है तो प्रत्येक धुरी पर 1 टन अतिरिक्त भार अनुज्ञेय होगा।

2. सकल वाहन भार (जीवीडब्लू) उपरोक्त के अनुसार स्वीकार्य सुरक्षित धुरी भार की कुल योग से अधिक नहीं होगा और किसी भी मामले में इससे अधिक नहीं होगा :–

(i) दृढ़ वाहनों के मामले में 49 टन, और

(ii) गीड्यूलर हाइड्रोलिक ट्रेलरों को छोड़कर अर्ध आर्टिकुलेटेड ट्रेलरों और इस ट्रेलरों के मामले में 55 टन।

3. गीदमूलर हाइड्रोलिक ट्रेलर किसी भी भार की अविभाज्य प्रकृति के सामान को नियामक अनुमोदन के अधीन वहन कर सकते हैं।

स्पष्टीकरण :– इस अधिसूचना के प्रयोजनों के लिए, मोटर वाहन अधिनियम, 1988 (1988 का 59) की धारा 113 की उपधारा (3) के अनुपालन के उद्देश्य के लिए सकल वाहन भार में पाँच प्रतिशत तक सहन अनुज्ञेय है।

[फा. सं. आर.टी.–11028/11/2017–एम.वी.एल.]

अभय दामले, संयुक्त सचिव

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

NOTIFICATION

New Delhi, the 16th July, 2018

S.O. 3467(E).—In exercise of the powers conferred by sub-section (1) of section 58 of the Motor Vehicles Act, 1988 (59 of 1988), and in supersession of the notification of the Government of India in the erstwhile Ministry of Surface Transport (Transport Wing), number S.O. 728(E) dated the 18th October, 1996, the Central Government hereby notifies the maximum safe axle weight of each axle type in relation to the transport vehicles (other than motor cabs), having regard to the size, nature and number of tyres, as under :—

Maximum Safe Axle Weight		
Sl. No.	**Axle Type**	**Maximum Safe Axle Weight**
1.	Single Axle	
1.1	Single Axle with single Tyre	3.0 tonnes
1.2	Single Axle with two Tyres	7.5 tonnes
1.3	Single Axle with four Tyres	11.5 tonnes*
2.	**Tandem Axles (Two axles) (where the distance between two axles is less than 1.8 Mtr.)**	
2.1	Tandem axle for rigid vehicles, trailers and semi-trailers	21 tonnes*
2.2	Tandem axle for Puller tractors for hydraulic and pneumatic trailers	28.5 tonnes
3.	**Tri-axles (Three axles) (where the distance between outer axles is less than 3 Mtr.)**	
3.1	Tri-axle for rigid vehicles, trailers and semi-trailers	27 tonnes*
4.	Axle Row (two axles with four tyres each) in Modular Hydraulic trailers (9 tonnes load shall be permissible for single axle)	18 tonnes
* **Note:** If the vehicle is fitted with pneumatic suspension, 1 tonne extra load is permitted for each axle.		

2. The gross vehicle weight (GVW) shall not exceed the total permissible safe axle weight as above and in no case shall exceed-

(i) 49 tonnes in case of rigid vehicles; and

(ii) 55 tonnes in case of semi-articulated trailers and rack-trailers except modular hydraulic trailers.

3. Modular hydraulic trailers can carry goods of indivisible nature of any load subject to the regulatory approvals as may be required.

Explanation - For the purposes of this notification, tolerance upto five per cent. in the gross vehicle weight shall be allowed for the purpose of compliance to sub-section (3) of section 113 of the Motor Vehicles Act, 1988 (59 of 1988).

[F. No. RT-11028/11/2017-MVL]

ABHAY DAMLE, Jt. Secy.

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RAKESH SUKUL

No. RT11028/11/2017-MVL

Annexure- "B'

Government of India

Ministry of Road Transport & Highways

(Transport Division)

Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Revised Safe Axle Load limits for Transport Vehicles

Sr No	Type of Vehicle	Axle Combination on Tractor	Axle Combination on Trailer	No of Axles	Single Axles	Tandem Axle	Dual Axles	Tridem Axle	Permissible GVW	Remarks
1	Two Axle Rigid Truck	Two tyres on front axle and four tyres on rear axle	-	2	1	0	1	0	19	
2	Three Axle Rigid Truck	Two tyres on front axle and eight tyres on rear tandem (two) axle	-	3	1	1	0	0	28.5	
3	Four Axle Rigid Truck	Two tyres each on two axles and eight tyres on one tandem (two) axle	-	4	2	1	0	0	36	
4	Five Axle Rigid Truck	Two tyres each on three axles and eight tyres on one tandem (two) axle	-	5	3	1	0	0	43.5	
5	Five Axle Rigid Truck	Two tyres each on two axles, four tyres on one axle and eight tyres on one tandem (two) axle	-	5	2	1	1	0	47.5	
6	Six Axle Rigid Truck	Two tyres each on four axles and eight tyres on one tandem (two) axle	-	6	4	1	0	0	49	To be capped at 49 tonnes
7	Tractor - semi articulated trailers	Two tyres on front axle and four tyres on rear axle	Four tyres on single axle	3	1	0	2	0	30.5	
8	Tractor - semi articulated trailers	Two tyres on front axle and four tyres on rear axle	Eight tyres on tandem (two) axle	4	1	1	1	0	40	
9	Tractor - semi articulated trailers	Two tyres on front axle and four tyres on rear axle	Twelve tyres on a tridem (three) axle	5	1	0	1	1	46	
10	Tractor - semi articulated trailers	Two tyres on front axle and eight tyres on rear tandem (two) axle	Four tyres on single axle	4	1	1	1	0	40	
11	Tractor - semi articulated trailers	Two tyres on front axle and eight tyres on rear tandem (two) axle	Eight tyres on tandem (two) axle	5	1	2	0	0	49.5	
12	Tractor - semi articulated trailers	Two tyres on front axle and eight tyres on rear tandem (two) axle	Twelve tyres on a tridem (three) axle	6	1	1	0	1	55	To be capped at 55 tonnes
13	Tractor Trailer	Two tyres on front axle and four tyres on rear axle	Eight tyres on two axles	4	1	0	3	0	42	
14	Tractor Trailer	Two tyres on front axle and eight tyres on rear tandem (two) axle	Eight tyres on two axles	5	1	1	2	0	51.5	
15	Tractor Trailer	Two tyres on front axle and four tyres on rear axle	Four tyres on single axle & Eight tyres on tandem (two) axle	5	1	1	2	0	51.5	
16	Tractor Trailer	Two tyres on front axle and eight tyres on rear tandem (two) axle	Four tyres on single axle & Eight tyres on tandem (two) axle	6	1	2	1	0	55	To be capped at 55 tonnes

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
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New Town, Rajarhat, Kolkata-700156
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कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
सामग्री प्रबंधन विभाग
कोल भवन, प्लाट सं. -ए, एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट, कोलकाता - ७००१५६
फ़ोन: ०३३-२३२४४१२७, फैक्स: ०३३-२३२४४११५
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सं०क्र०: CIL/C2D/NT Guidelines/2024/ 987

दिनांक: 12.03.2024

कार्यालय आदेश

विषय: Guidelines for Introduction of New Technology in Coal India Limited

महोदय,

Please find enclosed the guidelines for Introduction of New Technology in Coal India Ltd for your information and compliance.

भवदीय

12/03/24

कार्यकारी निदेशक (सामग्री एवं अनुबंध)

वितरण-

१. निदेशक (तकनीकी) /निदेशक (वित्त) /निदेशक (विपणन) /निदेशक (कार्मिक) /निदेशक (बीडी), सीआईएल
२. अ प्र नि, बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तकनीकी) -पी&पी/सं, बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / (सुरक्षा एवं बचाव) / (उत्पादन) / (आईसीटी) / (पर्यावरण) / (वित्त) / (सोलार) / (ईई) / (भूमि), सीआईएल
६. निदेशक (तकनीकी) के तकनीकी सचिव, सीआईएल
७. महाप्रबंधक, नार्थ ईस्टर्न कोलफ़ील्ड्स
८. महाप्रबंधक (ईईडी) /महाप्रबंधक (ई&एम) /महाप्रबंधक (वित्त), सीआईएल
९. महाप्रबंधक (सा/प्र) / (वित्त) / (उत्खनन) / (ई&एम), बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
१०. सा प्र विभाग, सी.आई.एल के सभी अधिकारी

Guidelines for Introduction of New Technology in Coal India Limited

1.0 Title and Commencement

The guidelines shall be called the “Guidelines for Introduction of New Technology in CIL”. It shall come into force with immediate effect.

2.0 Overview

Coal India Limited is continually exploring new technologies to improve operational efficiency, productivity, safety and to foster innovation, indigenization, and environmental sustainability. To support these objectives, the company has formulated guidelines for the introduction of new technology within its operational sphere.

3.0 Scope of the guidelines

The guidelines are subject to the provisions of the applicable Delegation of Power, Guidelines for R&D / S&T funded projects, Guidelines for procurement through GeM Portal / E-procurement guidelines, Procurement manuals in vogue, GoI policies on Public Procurement from MSE bidders, Make in India, Restriction on procurement from bidders from countries sharing land border with India etc. These guidelines will also be subject to the GoI / CIL policies / CIL Manuals to be issued from time to time on Public Procurement.

Specific references to certain clauses of Manuals of CIL in the subsequent Paras of these guidelines refer to the Current Manuals in vogue. In case of future Amendments/Updations of the Manuals, the relevant updated provisions shall apply.

4.0 Procedure for Identification of New Technology

There is a broad division of items/services to be procured at CIL and Subsidiary level as per relevant Procurement Manuals. Accordingly, Screening and Expert Committees, as described below will be formed at CIL and Subsidiary to scrutinize the proposed new technology. In case of ambiguity regarding the formation and level of the Screening Committee, the decision of Dir(Tech), CIL will be final.

4.1 Screening for the proposed technologies

4.1.1 Screening Committee formation

A Screening Committee will be formed comprising the following members:

At CIL level - By Dir (Tech)

a) GM(PMD)/GM(CP) - Nodal Head of the committee
b) GM(NI)
c) Concerned GM/ HoD of the relevant department where the new technology is being introduced
d) Concerned GM/ HoD of CMPDI (HQ)

At Subsidiary/CMPDIL Level - By concerned Dir (Tech)

a) GM(P&P) of the concerned subsidiary- Nodal Head of the committee (in production subsidiaries)
   GM(S&T) of CMPDI- Nodal Head of the committee (in case of CMPDIL)
b) GM dealing with New Initiatives
c) Concerned GM/ HoD of the relevant department where the new technology is being introduced
d) Regional Director of concerned Regional Institute, CMPDI

The Nodal Head of the committee may co-opt representative(s) from the Safety and / or any Other Department in the committee on need basis.

4.2 Presentation of the technology

4.2.1 Any Proponent can present their idea to the Screening Committee either physically or through VC after taking appointment from the Nodal Officer of the respective Screening Committee.

The proponent shall provide a detailed report of the New Technology / Product offered along with detailed documentation regarding the technical specifications, certifications and budgetary quote (in a sealed envelope). The same shall be submitted to the Nodal Department (The details of Nodal

Department shall be published in the respective websites of CIL / Subsidiaries).

4.2.2 A suggested guideline for evaluating the proposal by the Screening Committee is given in Annexure-I

4.2.3 Recommendation

The Screening Committee will submit its report with their clear recommendations to Expert committee to be constituted by Dir(Tech) of CIL/Subsidiary, as the case may be.

In case any product or service related new technology is not available on GeM portal and the supplier is not willing to participate in any tender or register themselves on any portal, the screening committee shall examine this aspect also and recommend accordingly to the expert committee.

Timeline for submission of report by the screening committee – 4 weeks from the date of receipt of written proposal by the proponent to the Nodal Head or concerned Dept.

4.3 Claim Substantiation (Field Trials)

4.3.1 Expert Committee Formation

An Expert Committee shall be constituted by Director (Tech) of CIL / concerned subsidiary as the case maybe, comprising the following members:

At CIL level - By the Dir (Tech)

a) GM(CP)/ GM(PMD) - Nodal Head of the committee
b) Concerned GM of the relevant department where the technology is being planned to be introduced
c) GM/ HoD(Finance)
d) GM(MM) / GM(CMC) / GM(Civil) – Depending on nature of technology

e) GM(S&T) from CMPDIL
f) Representative from Scientific/Academic Institution of Repute

At Production Subsidiary Level - By concerned Dir (Tech)

a) GM(P&P) of the concerned subsidiary- Nodal Head of the committee
b) GM of the relevant department where the technology is being planned to be introduced
c) GM/ HoD(Finance)
d) GM(MM) / GM(CMC) / GM(Civil) – Depending on nature of technology
e) Regional Director from concerned Regional Institute, CMPDI
f) Representative from Scientific/Academic Institution of Repute.

At CMPDI - By concerned Dir (Tech)

a) GM (S&T), CMPDI - Nodal Head of the committee
b) GM of the relevant department where the technology is being planned to be introduced
c) GM/HoD(Finance)
d) GM(MM) / GM(CMC) / GM(Civil) – Depending on nature of technology
e) Representative from Scientific/Academic Institution of Repute

4.3.2 Demonstration

a) The Proponent will demonstrate the technology under similar circumstances for which product is being proposed or in the intended location. The demonstration should help in validation of the assertions made by the technology's proponent.
b) The Expert Committee may seek additional certifications from institution of repute to substantiate the claims made by the proponent.
c) In case required certifications are not submitted by the proponent, the expert committee may also choose to forward the proposal to a third party i.e. IITs, Labs under CSIR etc. having experience in the relevant field (different from the institute from which expert committee member is associated with) for determining the correctness of the claims made by the proponent of the technology.

d) Third Party will submit the report of the demonstration and its result to the Expert Committee.

e) CIL/Subsidiary shall bear the expenditure to be incurred for engaging the expert committee member from the institute of repute. The rest of the cost associated with presentation / demonstration / certifications / engaging the third party for verification etc shall be borne by the proponent.

f) The demonstration / field trials / third party reports will be examined by Expert Committee to determine its compatibility with CIL's existing systems. Expert Committee may decide the sufficient time period of field trial for technology/product/service. If the data thus generated/collected is found to be insufficient, then Expert Committee may decide and allow some more time for field study.

g) After completion of field trials and examination of report, the Expert Committee shall decide whether or not to suggest the technology for cost-benefit analysis within three weeks from the date of completion of field trials and submission of detailed report by the proponent.

4.3.3 Cost-Benefit Analysis

a) Expert Committee will do cost benefit analysis of the technology based on its productivity, efficiency and cost-effectiveness as per relevant manuals.

b) This cost-benefit analysis may also be done through the Third party, which will submit report to the Expert Committee. CIL/Subsidiary shall bear the expenditure to be incurred for engaging the third party for Cost Benefit Analysis.

c) The Expert Committee will review the cost benefit analysis submitted by the Third party.

4.3.4 Recommendations

The Expert Committee of the CIL Subsidiaries / CMPDIL will compile the Field Trial reports and Cost Benefit Analysis and submit the report along with recommendations for consideration of CoFDs of their respective subsidiary for approval.

In case the Nature of Technology falling under Clause 5.0 – 1(a) & 1(b), the CoFDs of CIL subsidiaries / CMPDIL shall have the power to approve the proposal for Adoption of New Technology having estimated value upto Rs.1 Crore.

In case the Nature of Technology falling under Clause 5.0 – 3, the CoFDs of CIL subsidiaries / CMPDIL shall have the power to approve the proposal for Adoption of New Technology as per provisions of Purchase Manual.

In case the Nature of Technology falling under Clause 5.0 – 2 & 4, the CoFDs of CIL shall be the authority to approve the proposal for Adoption of New Technology estimated irrespective of the estimated value.

For cases which shall have to be put up to CoFDs of CIL for approval, the recommendations of CoFDs of CIL subsidiaries / CMPDIL shall put up to Dir(Tech), CIL for approval by CoFDs, CIL. The recommendations shall include the procurement route to be followed.

Dir (Tech), CIL, if so desired may also seek recommendations of Expert Committee at CIL HQ on the proposal prior to putting up the proposal before the CoFDs.

In case any product or service related new technology is not available on GeM portal and the supplier is not willing to participate in any tender or register themselves on any portal, the expert committee shall examine the recommendation of the screening committee and put up recommendation to the Director (Tech) CIL / Subsidiary for further decision. The recommendation will include the procurement route including supplier’s official website or offline mode.

Timeline for submission of final report after Cost benefit analysis by the Expert committee – 2 weeks from the date of completion of Cost Benefit Analysis.

4.3.5 Approval

Final decision for the Introduction of the New Technology and Mode of Procurement to be followed will be made by CoFDs of CIL / concerned subsidiary.

4.3.6 Timeline for submission of Indent / Purchase Requisition for initiating procurement process, if it has been decided to adopt the New Technology as above – Ideally within 3 weeks from the date of above approval.

5.0 Procurement process for New Technology

Appropriate mode of procurement based on the nature of New Technology to be considered in line with the provisions of Procurement Manuals are as under:

Nature of Technology	**Appropriate mode of procurement as per relevant Manual provisions**
1. Where Technology / Product is already established / Proven Globally and/or in India but has not been adopted by Coal India	
(a). CIL / concerned subsidiary decides to suo-motto adopt a New technology / product in the best interest of the organization – In such case the proposal will be routed through the Expert Committee and approval of CoFDs will be obtained.	For (a). Type - Single Stage Two Envelope Bidding Mode - Advertised Tender Enquiry Order - Normal order as per relevant procurement manuals

(b). The new technology is being proposed by a proponent – The proposal will be examined by the screening committee. Screening committee report will be examined by the expert committee. The expert committee may dispense with field trials in this case. If is it recommended to adopt the technology by the above committees, the case shall be processed for approval of CoFDs.	For (b). EoI (non-committal) shall be floated by the concerned department. If the participation in EoI is more than one: Type - Single Stage Two Envelope Bidding Mode - Advertised Tender Enquiry Order – Normal order as per relevant procurement manuals If single participation in EoI: Normal tender on nomination basis
2. Where a Technology / Product for the said technology exists but has not been proven globally or in India. All processes as laid out in the guideline from clause 4.0 to 4.3.5 are to be carried out in this case. The field trial in this case shall be conducted post EoI. If is it recommended to adopt the technology by the above committees, the case shall be processed for approval of CoFDs.	Type – Non committal EoI on technology agonistic or technology specific parameters by the concerned department and processed through a duly constituted tender committee. Field trials of all successful participants of EoI. If there are more than one successful proponents after field trial then procurement may be done on Limited tendering basis.

	If there is one successful proponent after field trial, then procurement may be done on nomination basis. Order - Trial order as per relevant procurement manuals.
3. Where the Technology / Product is established globally but does not have sufficient indigenous manufacturers / service providers using indigenous products. The procedures laid down in clause 4.0 to 4.3.5 shall not be required in this case. The case shall be processed as per applicable DoP.	Type - Single Stage Two Envelope Bidding Mode - Advertised Tender Enquiry restricted to indigenous participation only (to encourage Make in India) Order - Trial order as per relevant procurement manuals. (*Relaxations are proposed under clause 5.2)
4. Where the New Technology / Product has been developed through R&D / S&T funding, the product is already tested, prototype has been developed and is required to be commercialized. No separate field trials are required to be conducted in these cases and process upto 4.3.2 is deemed to have been successfully completed. Cost-benefit analysis will be done as per clause no. 4.3.3. The case shall be processed as per applicable DoP.	NIT shall be framed with detailed drawings / specifications. An open domestic tender for fabrication /manufacturing of the prototype shall be floated. NIT shall be framed accordingly after due consideration of IPR rights. Mode - Advertised Tender Enquiry Order – Normal order as per relevant procurement manuals.

5.1 Root Cause Analysis

In case of failure of any item under Trial / development order, root cause analysis will be done by the concerned technical department associating the suppliers' technical team for making further technical / design improvements. The proponent may be given an additional opportunity to submit a new proposal if product / new technology with technical / design improvements is proposed to be re-introduced.

5.2 Relaxations proposed for encouraging introduction of New Technology:

To encourage introduction of new technology in respect of procurement of new items / services, following relaxations are to be given against Trial Orders against Trial tenders only:

i. No penalty provisions like Liquidated Damages, Risk Purchase, and Debarment shall be applicable in case of default.
ii. Exemption from submission of EMD in case of Trial / Development Tenders is to be provided.

Additionally, for procurement of goods on trial order basis, the following payment terms is to be given:

i. For Trial Orders to be placed for supply of equipment, 100% payment shall be made after three months of satisfactory performance against submission of Bank Guarantee of equivalent amount, valid for a period of three months beyond the trial period.

No relaxations are to be given against regular orders placed against normal tender.

6.0 Proposed IPR guidelines for Technology coming through successful R&D or S&T funded projects

6.1 Where the product / technology is jointly developed by CIL & other entity(s) Royalty to be claimed by the IPR holders shall be shared in the ratio of 50% (CIL): 50% (other entity(s)). The IPR share & royalty provisions need to be declared in the proposal stage itself. The entity other than CIL in R&D project shall not have any right to refuse the commercial Production / Use of Technology and their right is limited to value of their share in IPR as declared in the proposal.

The total royalty shall be capped as [10%] of the revenue from the sale of the technology. (i.e. 5% royalty of CIL & 5% jointly by other IPR holders in case the prototype developed is commercialized)

In case CIL is deciding to charge higher Royalty, the pre decided percentage share of IPR holders will remain unchanged and will be paid as per the increased Royalty (i.e. say CIL decides to increase royalty to 15% then distribution will be @ 7.5% royalty to CIL & @7.5% jointly of other IPR holders).

6.2 For the projects having potential for commercial value, the Nodal agency will necessarily be a part of the project for systematic transfer of the technology, drawings, manufacturing drawings and proper record keeping etc. For this purpose, Nodal agency shall be CMPDIL and fee to the Nodal agency (CMPDIL) shall be 5% of the estimated Project Cost. This fee shall be payable only in cases where CMPDIL is not the proponent of the project.

6.3 For study type of R&D projects, clause no. 6.2 will not be applied.

7.0 Interpretation: The power to interpret these guidelines is reserved with the Chairman, CIL and his interpretation will be final.

8.0 Savings: Chairman, CIL reserves the right to relax, alter, amend or withdraw partly or fully any of these guidelines, as and when needed.

****

Annexure-I

1. **Features:** Listing out features of the offered technology that meet the requirements?

   List out all the requirements which can be addressed with the new technology, grouping ones that are related and categorizing under different heads like Automation, Analytics, Mobililty, Digitisation etc.

2. **User-friendliness:** How intuitive and easy-to-use is the proposed technology?

   The user group's education and background should be considered. Complex equipment/ machines/ technology may be examined for implementation in coal mines in the present context.

3. **Safety:** Whether the proposed technology is safe?

   The likely target areas of introduction of technology are in coal mines, which require regulatory as well as other standards to be followed. For underground mining, more detailed regulatory framework is in place. The proposed technology must fulfil these requirements.

4. **Futuristic:** How easily can the solution evolve as the Company's requirements evolve? New Technology should be evaluated with a 5 year perspective from now.

   It will take some time for any new technology to be adopted in a working environment. Chances of it becoming obsolete in near future is to be assessed.

5. **Interoperability:** How well does the technology synergize to other technologies being used in the Company your organization uses?

   The requirement of training, maintaining large inventory etc. need be assessed. A complementary technology to the existing system being used may be preferred.

6. **Ecosystem:** How strong and connected is the community of users and partners around the technology? Whether information is widely available to help in troubleshooting or improving implementation of the technology?

   Perhaps the most underrated criterion to evaluate is the ecosystem of suppliers, availability of spares, Indigenisation of the proposed technology. Technology in isolation, without a supporting ecosystem is either bound to fail or will become cost prohibitive in the long term. So this criterion need to be taken into consideration.

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) **Coal India Limited** (A Government of India Enterprise)	संविदा प्रबंधन प्रकोष्ठ **Contract Management Cell (CMC)** कोल भवन, परिसर संख्या 04 एम.ए.आर., प्लॉट नं ए.एफ. III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156
	CIN: L23109WB1973GOI028844 Website: www.coalindia.in	फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in

संदर्भ संख्या: सी.आई.एल/महाप्र(संप्रप्र)/2024/148 दिनांक: 13.03.2024

सेवा में,
General Manager/HoD(CMC/Civil/E&M)
MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
GM NEC Margherita
GM CIL Delhi

विषय: Approval for selection of Consultant through GeM Portal irrespective of Estimated Contract Value (ECV) after EoI (if applicable) under Single Stage Two Cover System / Two Part System.

महाशय,

CFD of CIL in its 330th meeting held on 5th March 2024 discussed and deliberated on the subject matter. As communicated by Company Secretary vide letter no. CIL:XI(D):04135:2024:31640 dated 08.03.2024, CFDs, CIL approved the following:

"All the tenders irrespective of ECV, for selection of consultant are to be invited after EoI (if applicable) under Single stage Two cover System / Two Part System through GeM Portal only, as per GeM functionality, i.e., the application of the decision of CIL communicated through CIL/GM(Civil)/31(pt-1B)/ 1306 dated 03.07.2023 be exempted in case of consultancy tenders".

This is for your information and further needful actions, please.

भवदीय,
13/03/24
महाप्रबंधक (सी.एम.सी.)
सी.आई.एल.

Encl: As above

प्रतिलिपी:
1. CVO, CIL
2. ED(Co-Ordination), CIL
3. ED (M&C), CIL / ED(Fin.), CIL / ED(Solar), CIL / ED(EED), CIL/ ED(ICT), CIL
4. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
5. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
6. GM(System), CIL – with request to upload in CIL Website
7. GM(Civil), CIL / GM/HoD(Admin.), CIL

सिविल अभियांत्रिकी विभाग,
कोल इंडिया लिमिटेड
(महारत्न कंपनी)
कोल भवन, परिसर सं-4, एम.ए.आर,
प्लॉट सं-ए.एफ-III, एक्शन एरिया- 1 ए,
न्यू टाउन, राजारहाट, कोलकाता -700156
फोन: 033-7110 4180
फैक्स: 033-2324 6633
इ-मेल: gmcivil.cil@gmail.com
वेब साईट : www.coalindia.in

महारत्न कंपनी
A Maharatna Company

CIVIL ENGG. DIVISION
COAL INDIA LIMITED,
(Maharatna Company)
Coal Bhawan, Premises No.4, MAR, Plot No.AF-III, Action Area-1A, New Town, Rajarhat, Kolkata – 700156
TEL: 033-71104180
Fax: 033-2324 6633
E-MAIL: gmcivil.cil@coalindia.in
WEBSITE: www.coalindia.in

(एक ISO 9001:2015,ISO14001:2015 & ISO 50001:2011 प्रमाणित कंपनी)

सन्दर्भ संख्या: सी.आई.एल/सिविल/31(Pt-1)(B)/1306 दिनांक: 03.07.2023

To,
General Manager/HoD(Civil)
BCCL Dhanbad, CCL Ranchi, CMPDI Ranchi, ECL Sanctoria, MCL Sambalpur, NCL Singrauli, SECL Bilaspur, WCL Nagpur;
GM NEC Margherita
GM CIL Delhi

Sub: **Single Stage Single Cover System of e-Procurement in CIL and its subsidiaries**

Dear Sir,

CFD of CIL in its 310th meeting held on 26.06.2023 discussed and deliberated the Single Stage Single Cover System. The resolution of 310th meeting of CFD of CIL on the subject matter is reproduced below:

Quote

The CFDs after discussion and deliberation on the recommendation of the committee decided the following:

1. *Single Stage Single cover system, no cover document shall be taken. The undetakings and authorization of DSC shall be taken through portal in the form of information. These online declaration shall not require any documentary supoort.*

   The modification of portal inn this regard shall be taken up with NIC for customization. Till then, existing system of taking documents shall be continue. However, no documents shall be recycled with immediate effect in Single Stage Single Cover System.

2. *After opening of bid, if L1 bidder fails to comply the eligibility requirements as per tender document, EMD shall be forfieted and tender shall be re-tendered. This shall come into force with immediate effect.*

3. *This shall uniformly apply to all procurements i.e. Works, Services and Goods.*

Unquote

The minutes of CFD of CIL received vide letter no. CIL:XI(D):04135:2023:30677 dated 30.06.2023 is attached.

These changes shall come into force with immediate effect.

The relevant changes in the Manuals/Guidelines shall be done in due course of time by the respective departments.

Yours faithfully,

ओ प्र मिश्रा
03/07/23

(O P Mishra)
General Manager (Civil)

महाप्रबंधक / प्रि. एच.ओ.डी. (सिविल)
General Manager / HoD (Civil)
सिविल अभियांत्रिकी विभाग
Civil Engineering Division
कोल इंडिया लिमिटेड
Coal India Limited

Copy:

1. CVO, CIL
2. ED(Co-ordination), CIL
3. ED(Fin.), CIL
4. ED(Solar), CIL/ ED(EED), CIL/ED(ICT),CIL
5. TS to CMD MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
6. TS to D(T)/D(F)/D(M)/D(P)/D(BD), CIL
7. GM(CMC), CIL
8. GM(CMC), MCL/SECL/WCL/ECL/BCCL/CMPDIL/NCL/CCL
9. GM/HoD(MM), CIL- For further needful commiunication.
10. Shri. R K Patra, GM(MM), CIL/Application Admin, e-Procurement, CIL-with a request to take up the matter with NIC for required modification.
11. GM(System), CIL-with request to upload in CIL Webiste
12. GM/HOD(Admin.), CIL

कोल इण्डिया लिमिटेड
कंपनी सचिवालय
3 तल्ला, कोर-2, प्रेमिसेस-04-एमआर,प्लॉट-ए
एफ-III,एक्शन एरिया-1A, न्यूटाउन, रजरहट,
कोलकाता-700156, फोन 033-२३२४६५२६,
ईमेल: comsec2.cil@coalindia.in
वेबसाइट: www.coalindia.in
सी आई एन - L23109WB1973GOI028844

एक महारत्न कंपनी
A Maharatna Company

Coal India Limited
Company Secretariat
Regd. Office:3rd floor, Core-2
Premises no-04-MAR, Plot no-AF-III,
Action Area-1A, Newtown,
Rajarhat,Kolkata-700156
PHONE; 033-2324-6526,
E-MAIL: comsec2.cil@coalindia.in
WEBSITE: www.coalindia.in
CIN- L23109WB1973GOI028844

Ref. No.CIL:XI(D):04135:2023: 30677 Dated 30th June'2023

To
GM(Civil)
Coal India Limited,
5th Floor, New Town,
Rajarhat, Kolkata-700156.

Sub: -Minutes of 310th CFDs Meeting held on 26th June'2023.

Dear Sir

Reproduced below is the relevant extracts from the minutes of 310th Committee of Functional Directors Meeting of Coal India Limited held on 26th June'2023 at CIL (H/Q), Kolkata with regard to the following item:

ITEM NO.310.05

Sub: Committee Recommendation on the system of Single Stage Single Cover System of E-Procurement in CIL and its Subsidiaries.

310.05 The CFDs after discussion and deliberation on the recommendation of the committee decided the following:

1. In Single Stage Single cover system, no cover document shall be taken. The undertakings & authorization of DSC shall be taken through portal in the form of information. These online declarations shall not require any documentary support.

   The modification of portal in this regard shall be taken up with NIC for customization. Till then, existing system of taking documents shall continue without documents being recycled with immediate effect in Single Stage Single Cover System.

2. After opening of bid, if L1 bidder fails to comply the eligibility requirements as per tender document, EMD shall be forfeited and tender shall be re-tendered. This shall come into force with immediate effect.

3. This shall uniformly apply to all procurements i.e. Works, Services and Goods.

This is for your information and taking necessary action please.

Yours faithfully,

(B.P.Dubey)
Company Secretary

CC to: - Director(Technical), CIL.

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

ECL/HQ/M&S/Transport/213 15.03.2024

All Area General Manager,
Eastern Coalfields Limited

Subject: Increasing transport quantity in line with Gazette Notification.

Dear Sir,

Enclosed please find Memo No. 195/M.V./Paschim Bardhaman dated 22.02.2024 sent by Regional Transport Officer Paschim Bardhaman to Area Sales Manager, Salanpur Area, ECL and Notification no. 2038-WT/3M-28/2021 dated 02.08.2021 and letter dated 18.07.2018 and Gazette Notification dated 16.07.2018 (copies of Memo, letters, Gazette Notification enclosed) regarding 5% upward tolerance in Gross Vehicle Weight (GVW) under CMV rules/MV act vide Gazette Notification.

You are requested to look into the matter and may advise the contractors who have deployed fleet of transport trucks to enhance the GVW in RC Book in accordance with extant rules to enhance transport quantity of your Area in line with the Notification of State and Central Government as applicable in your coal transportation to siding from the Mines.

This is for your kind perusal and needful action and is issued as per advice of Competent Authority.

Enclo: as stated

Yours faithfully,

15/03/2024
GM (M&S) ECL

Copy to:

- D(T)P&P, ECL
- D(T)OP, ECL
- TS to CMD, ECL
- GM CMC, ECL
- GM System, ECL
- All ASM, ECL

पंजीकृत कार्यालय / Regd. Office
साकतोडिया, पो०-डिसेरगढ़, जिला : पश्चिम बर्द्धमान (प०बं०), पिन-713333 • Sanctoria, P.O. Dishergarh, Dist. Paschim Bardhaman (W.B.), PIN-713333
दूरभाष / Phone : 0341-2520545, फैक्स / Fax : 0341-2523574, ई-मेल/E-mail : cmd.ecl.cil@coalindia.in
सीआईएन/CIN : U10101WB1975GOI030295, वेबसाइट/Website : www.easterncoal.nic.in

ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- बर्धमान, पश्चिम बंगाल-713333
सी.आइ.एन.-
U10101WB1975GOI030295
वेबसाइट- www.easterncoal.nic.in

EASTERN COALFIELDS LIMITED
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Burdwan, West Bengal-713333
Contract Management Cell
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref. No.: ECL / HQ / CMC / Transport / 2023 / 5074 Date: 07.04.2023

To,
The General Manager,
All Area of ECL.

Sub: Guidelines regarding Performance Security Deposit (PSD)
Ref. Email: dated10.01.2022 sent by Nodal Officer, e-procurement cell regarding the amendments in EMD, PSD & APSD circulated by CIL on 07.01.2022. (copy enclosed)

Dear Sir,

With reference to above, based on the guidelines circulated by CIL on dated 04.12.2020 & 07.01.2022, Performance Security Deposit (PSD) for the contracts having contract period upto 5 years has been kept as 3% of the value of contract (contract value or annualized contract value as the case may be) till 31.03.2023. (Copies of amendments circulated by CIL relating to performance security are enclosed herewith for kind ready reference).

Guidelines circulated by CIL relating to PSD are reproduced as below:
"The reduction of performance Security from existing provision of 5% to 3% of the value of contract (contract value or annualized contract value as the case may be) shall be applicable for all existing contracts and all tenders / contracts issued / concluded till 31.12.2021.

Pursuant to OMs No. F.9/42020-PPD dated 30.12.2021 on Performance Security issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance (Annexure C) and approval of the Competent Authority of CIL, the above directives which were in force in respect of Performance Security till 31.12.2021, are extended up to 31.03.2023.

The existing provision of 'Performance Security Deposit' with respect to long term contracts i e. for a period exceeding 5 years shall remain unaltered.

Additionally, other guidelines in the letter No 1152 dated 04.12.2020 shall remain unaltered".

In view of the stated terminal timeline regarding applicable period and given that no fresh directive has been issued from CIL till date, Performance Security Deposit (PSD) for the prospective tenders/contracts issued on or after 01.04.2023 may be kept as 5% of the value of contract (contract value or annualized contract value as the case may be) till issuance of any further directive in this regard.

This is for your kind information and for further necessary action please.

This issues with the approval of competent authority. (Refer e-office file ref. no. OFFICE/0323/2023-CMC, ECL HQ-EASTERN COALFIELDS LIMITED & Computer no. 1043998)

Encl.: As above.

Yours faithfully,
07/04/23
General Manager,
CMC, ECL

Copy to:
1. All Executives of CMC Dept., ECL
2. GM (System), ECL- Nodal Officer, e-procurement cell

C.C. forwarded for kind information to:
1. CMD, ECL
2. D(F)/D(T) OP/ D(T) P&P, ECL

EASTERN COALFIELDS LIMITED.
(A SUBSIDIARY OF COAL INDIA LIMITED)
OFFICE OF THE CHAIRMAN-CUM-MANAGING DIRECTOR,
SANCTORIA, PO:DISHERGARH, DIST:BURDWAN.

Ref.No.ECL/C-5(D)/883 12th July, 1996.

INTERNAL MEMORANDUM.

The matter regarding reimbursement of medical treatment of the Executives posted at different Areas/Establishments in ECL but residing outstation has been considered by the Competent Authority and it has been decided that reimbursement as per CIL Medical Attendance Rules for emergency treatment by Registered Medical Practitioners to the Executives posted at Areas/Establishments, ECL, who could not be provided with Company's accommodation and residing outstation will be admissible.

'Residing outstation' will mean those cases, who have been allowed by the Appropriate Authority to reside in a particular outstation place with reimbursement of HRA as per rules.

'Emergency treatment' will be limited to two visits to overcome any emergency situation within 48 hours and it's continuance/otherwise will be subject to further treatment/ advice by the appropriate Company's Doctor.

However, this admissibility will strictly be applicable to those executives, who could not be provided with Company's accommodation.

(B.N. Jha)
General Manager(Admn.)

Distribution:

Chairman-cum-Managing Director,ECL. ;
Director(Finance),ECL.. ; for kind information.
Director(Personnel),ECL.. ;
Director(Tech.)/Op. ECL. ;
Executive Director(Vig.), ECL.. ;
CGM(S&M),ECL Sales Office, Calcutta.
CGM(Finance)/GM(T&MS)/TS to CMD/GM(S&M)/GM(HRD),ECL,Hqrs.
Chief of Medical Services, ECL,Hqrs.
All CGMs/GMs/APMs of the Areas.
All HODs, ECL,Hqrs.
GM(Rescue), MRS, Sitarampur.
CMO, Central Hospital, Kalla.
Incharges of all Workshops.
Executive Secretary,ECL Sales Office, Calcutta.
All Area Medical Officer/Incharges Hospitals.

EASTERN COALFIELDS LTD
(A Subsidiary Of Coal India Ltd)
CHIEF OF MEDICAL SERVICES OFFICE
SANCTORIA P.O. DISTRICT BURDWAN

Ref. No. E/C-5(E)/CH/ MF/ 593 Dt. 9th Dec.'04

To
All Area Medical Officers,
ECL.

Sub: Post facto reimbursement for medical bills

Dear Sir,

Kindly refer to the guidelines issued by Director(P), vide No.ECL/D(P)/98 dated 18th March'98 for outside referral in connection with medical treatment of employees and or their eligible dependant family members under clause Vii, which states clearly that in case a patient is treated in any Instt. other than the one he was referred to, reimbursement will be restricted to the rates prevailing at AIIMS, New Delhi or MAT rules whichever is higher and TA will be restricted to the place where referred to.

Therefore, it is advised that such cases should be dealt with at Area level itself and need not to be sent to HQ for approval. Only those cases which do not have prior approval from the competent authority, should be sent to HQ justifying the case in ... proposal form duly signed by the concerned Officers and General ...

Yours faithfully,

(Dr.R.N.Kabat)
Chief Of Medical Services,ECL

Cc: CGMs/GMs of All ...
Cc: AFMs of All Areas

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O. Disergarh-713333, Distt. Burdwan (W.B.)
Company Secretariat.

Ref No: ECL/CS/27(M)/ 6774 Dated 15.01.2009

Chief of Medical Services,
ECL, HQ., Sanctoria

Dear Sir,

Sub : Extract from the minutes of the meeting of the Functional Directors of Eastern Coalfields Ltd. held on 6th January, 2009 - Item No. 01

Reproduced below is the relevant extract from the minutes of the meeting of the Functional Directors of Eastern Coalfields Limited held on 6th Janauy, 2009 regarding Item No. 01 as stated below :-

---

Item No. 01 **Medical reimbursement of treatment of IOD cases.**

After detailed deliberations, Functional Directors approved the recommendation of C.M.S. that "when an IOD case is referred to outstation hospital for treatment with proper approval, medical bill should be passed at actuals in his/her entitled class of accommodation (including ICU charges) for all items except food, toiletries and personal expenses".

Related File/Proposal pertaining to above proposal as received is enclosed herewith.

You are requested to take necessary action accordingly.

Yours faithfully,

16/1/09

(M. Viswanathan)
Company Secretary

Encl: As stated

Dy CMO
for n.o.p. 16/1/09

EASTERN COALFIELDS LTD.
(A subsidiary of Coal India Ltd)
CMS OFFICE

Ref no: ECL/C-5(E)/ CMS/ 10/ mf/ 383 date: 18 /06/10

To,
The CMO, Sanctoria Hospital/ Central Hospital Kalla
All Area Medical Officers
All Workshops Medical Officers.

Sub: Approval of time barred medical claims

Dear Sir,

With reference to the procedure to be followed for approval of time barred medical reimbursement claims, your attention is drawn to the fact that as per chapter V sr.no. 10 of CIL MAT Rules, which reads as follows:

" Claim will ordinarily be entertained only if preferred within six month from the date of completion of treatment. However, cases after six months will be admissible only when approved by the competent authority who has been delegated with power to accept time barred claims".

You are therefore requested to obtain approval for waival of time barred medical reimbursement claims from the Director (Personnel) ECL, duly forwarded through your respective CGM/GM of the Area.

Yours faithfully

Dr.D.K.Saraswat 8/6/10
CMS,ECL =

Copy Dy CMO (Post Facto)
Dr K. DAS

ECL

CMS OFFICE, ---
23 MAY 2012
1942
RECEIVED

COAL INDIA LIMITED
WELFARE DIVISION
10,NETAJI SUBHAS ROAD
KOLKATA -700001

Date: 16.05.2012

No.CIL/C-5C/55227/40th/ 190

OFFICE MEMORANDUM

Sub: Reimbursement of expenses for bringing dead body of patients from referral Hospital.

The above mentioned matter was deliberated in both the 38th & 39th CIL Welfare Board Meeting which was agreed upon by the Competent Authority.

Henceforth, the reimbursement of expenses for carrying deceased body of an employee or his/her direct dependant from Hospital to his/her work place or residence, shall be considered for reimbursement to the extent of admissibility of the ex-employee, as per TA Rules, who was referred by the Company to the concerned Hospital.

Further, the above provision would be incorporated in Medical Attendance Rules at the time of revision of the MAR.

All concerned are requested to take action accordingly.

This issues with the approval of the Competent Authority.

(BHAGWAN PANDEY)
GENERAL MANAGER (WELFARE)

Distribution:

1) CMD,ECL/BCCL/CCL/WCL/SECL/MCL/NCL/CMPDIL
2) Director(P&IR)/Director(Fin)/Director(T)/Director(Marketing),CIL
3) Director(P)/Director(F) of all Subsidiaries
4) Director(P&D),CMPDIL,Ranchi
5) CVO, CIL, Kolkata,
6) ED(MS), CIL/CCL
7) CGM/TS to Chairman,CIL
8) GM(P),CIL,Kolkata
9) GM(P/PC),CIL,Kolkata
10) GM(Fin/IC),CIL,Kolkata
11) CGM,NEC, Margherita, Assam
12) CMS, ECL/BCCL/CCL/WCL/SECL/MCL/NCL/NEC/CMPDIL
13) Chief Manager(Pers/IR), CIL, Kolkata,
14) Chief Manager(Pers/Wel),CIL,Kolkata
15) Sr Manager(Pers/JBCCI),CIL,Kolkata

Copy to: All the Trade Union Representatives of CIL Welfare Board.

Dr Bhaumik for reads.
23/5/12

ECL

Eastern Coalfields Limited
(A subsidiary of Coal India Limited)

Office of
Chief of Medical services
Sanctoria, ECL (HQ)
P.O-Dishergarh, Burdwan (713333)
Fax no:0341-2520459
Tel no:0341-2520813
Email id:cmseclhq@gmail.com

Ref.No: ECL/C-5(E)/CMSI/C(HQ)/16/ 214

Date: 11-08-2016
T3

To
GM/CGM
All Areas/Workshops/Mines Rescue Station/J.K.Rope ways/Barachak House/BEFW
CMS I/C (Admn), Central Hospital, Kalla,CMO(I/C),Admn,Sanctoria Hospital

Sub: Reimbursement of Medical Expenditure

Dear Sir

In reference to earlier letter no:ECL/C-5(E)/CMO(I/C) HQ/14/694 dated:27.11.2014 regarding the afore said matter,as directed by competent authority you are requested to comply with the following before payment of bills regarding reimbursement of medical expenditure. Necessary instructions may please be given to Area Medical Officer / Medical Officer in-charge and Area Finance Officer/Accounts officer for strict compliance:

1. Doctors must write complaints, symptoms, signs and examination findings with provisional diagnosis on the left side of prescriptions as per medical jurisprudence so that the drugs prescribed may be explained in medical audit.
2. Change of drugs /antibiotics in different departments /emergency department within 4-5 days must be reasoned.
3. Doctors must write generic name of all drugs and available drugs in the hospital as far as possible
4. The pharmacist/compounder certifying the medicine as out of stock must have a clear signature with stamp depicting their name
5. Availability of the medicine/drugs in Hospital store should be computerized and must be circulated to both outdoor and indoor and to all doctors, Pharmacist as well as nurses on 15 days basis regularly by CMOI/C of Hospital or Area Medical Officer
   It is desirable the list of available drugs should be displayed in front of the Pharmacy and all indoor wards.
6. Casualty Medical Officer will prescribe medicine only for the emergency period. No chronic patient will be entertained at casualty deptt.
7. Bills whose value is more than Rs. 1500/- should be countersigned by CMS (I/C)/ CMO(I/C), CH kalla/Sanctoria hospital which is in practice must be followed by accounts dept. before passing. Bills without clear signature & stamp of the Attending doctor should not be entertained.

Medical Bills will be processed in any of two central hospitals of ECL as per the following guidelines:-

I. **Sanctoria Hosptial- ECL(HQ),All workshop and Mines Rescue Station (Under direct control of Headquarter),Mugma Area,Sodepur Area**
II. **CH Kalla- Salanpur Area,Sripur Area,Satgram Area,KNT Area,Pandaveswar Area,Kajora Area,Jhanjra Area,Bankola Area,Kenda Area,SB Area,Rajmahal Area,S.P.Mines Area.**

8. No medicine should be prescribed without physical examination of the Patient. Any lapse in this regard will be viewed seriously.
9. Verification of dependents of employees on annual basis by respective unit.
10. Some doctors already have been cautioned. Any repetition of such acts, a stronger action may be Initiated.

This is in modification of letter reference no: ECL/C-5(E)/CMO(I/C) HQ/14/694 dated:27.11.2014

Thanking you.

Yours faithfully

CMS(I/C), ECL

Copy to:
TS to D(P)

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय- डिसेरगढ़,
जिला- पश्चिम बर्धमान, पश्चिम बंगाल-713333
चिकित्सा विभाग
सी. आइ. एन.- U10101WB1975GOI030295
वेबसाइट- www.easterncoal.nic.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Medical Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Reference No. /ECL/ C-5(E)/ CMS/ (I/C)/ HQ/ 18/ 492 Dated 01.12.2018

OFFICE ORDER

For smooth functioning of **Central Referral Cell**, HQ the following system is to be followed: -

PART I: - MEDICAL AUDIT

The doctors posted at CRC bill be responsible for: -

a) Receiving bills from dispatch and recording the same in COALNET.
b) Checking of CGHS Rate, Payment to be made to the Hospital, Checking of Non-Reimbursement Part to be recovered from the employee.
c) Making queries from the hospital for disputed bill.
d) Reply to Hospital for deduction made in the bills.
e) Forwarding the bill to Accounts for necessary payment.

PART II: - ACCOUNTS PART

The Associated Finance to CMS (I/C) posted at CRC bill be responsible for: -

a) Checking Calculation for Payment to be made to Hospital, Payment to be made to Employee, Re-Coverable Amount for Non-Reimbursable part from the employee.
b) Budget Certification.
c) Making PAY ORDER on COALNET, Making Statement of Bank Account from COALNET.
d) Placing the PAY ORDER/ Bills for approval of CMS (I/C).
e) Payment advice after budget certification to the employees of Area.
f) Sending recovery to be made from the employees for non-re-imbursement part on each quarter of the FY.
g) To maintain Records for passed Bills/ Vouchers in record section.

Yours faithfully,

CMS (I/C) 01/12/18
HQ, Sanctoria

Copy to: -
GM (Finance) I/C, ECL
TS to DF
CMO, HQ, ECL
AF to CMS (I/C) / Dy.Manager (Finance)
Person Concerned
Md Hokdar Ali, Pharmacist

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
मुख्य चिकित्सा सेवाए
सांकतोड़िया(मुख्यालय), पत्रालय - डिसेरगढ़,जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
ई मेल- cms.ecl.cil@coalindia.in
ई मेल- cmseclhq@gmail.com

Office of the Chief of Medical Services
Sanctoria, ECL (HQ), P.O-Dishergarh, Dist- Paschim Burdwan (713333)
Tel no:0341-2520813
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Email id:cmseclhq@gmail.com
Email id: cms.ecl.cil@coalindia.in
An ISO 9001, ISO 14001 & OHSAS 18001 certified company

Ref.No: ECL/C-5(E)/CMSI/C(HQ)/20/ 178

Date:02-05-2020

OFFICE ORDER

The Competent Authority has approved the Reimbursement of Intra Cardiac Device (ICD), Implants, Intra Ocular Lens (IOL), Consumables & Medicines to the extent mentioned below, for the eligible persons, with respect to existing employees and members of Contributory Postretirement Medicare Scheme, for the treatment undertaken by them on and after 10th April,2020.

Eligible persons:

1. The Existing Employees (Executives & Non-Executives) and their eligible dependent family members.
2. Retired Employees (Executives & Non- Executives) and their spouse, who are members of Contributory Postretirement Medicare Scheme.

The following items will be reimbursed:-

A. Intra Cardiac Device (ICD), Implants (Hip & Knee), Neuro/Cochlear Implants and Intra Ocular Lens (IOL). The reimbursement will be done at CGHS rate or actual whichever is lower.

B. Consumables other than those non- admissible items mentioned in CGHS office memorandum no: F.No 2-1/2012/CGHS/VC/CGHS(P) dated:01.08.2013 of GOI, Ministry of Health & Family Welfare, Department Health & Family Welfare will be reimbursed henceforth.

The following items are not admissible as per above mentioned CGHS office memorandum.

I. Telephone charges
II. Toiletries
III. Sanitary napkins
IV. Talcum powder
V. Mouth fresheners

C. Medicines including Vitamins, Iron, Calcium, Inhaler with device . Lactulose/Laxative, Diacerin, Pre biotic, and Pro Biotics will be reimbursed henceforth, if used therapeutically.

P.T.O

This has reference to the Minutes of the Meeting of the Empowered Committee of Functional Directors of ECL (4th of 2020) held on 10.04.2020 at 12.00 noon which has been communicated by Company Secretary vide Ref No:ECL/CS/27(Z-5)/4th of 2020/12 dated:23.04.2020.

Chatterjee 07/05/2020
CMS(I/C),ECL

Copy to:
GM(T&MS)/TS to CMD/TS to DT(P&P)/TS to DT(OP), TS to D(P),ECL(HQ)
All HODs,ECL(HQ)
All Area GMs,ECL
CMS(I/C),Admn,Sanctoria Hospital
CMO(Admn)/CMO(Clinical), CH Kalla
The General Manager, J.K. Ropeways
All AMOs,ECL
The Dy.GM(E&M)/HOD, All Workshops of ECL
Ukhra Regional Workshop/Mugma Regional Workshop/Poniati Workshop/Ratibati Workshop/Sodepur Central Workshop/

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अपर सह-प्रबन्धक निर्देशक का कार्यालय,
सेक्टोरिया, पो-दिशेरगढ़, जिला-वर्धमान,
पश्चिम बंगाल-713333
महाप्रबंधक(का.औ.स.) का कार्यालय.

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, PO. Dishergarh,
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Office of the General Manager (P&IR).
CIN-U10101WB1975GOI030295.
E-mail - eclpersonneldept@gmail.com
Telefax- 0341-2523586.

Ref. No.: ECL/CMD/C-6B/GM(P&IR)/2022/ 633 Dated: 12.05.2022

To

The General Manager,

Rajmahal, S.P. Mines, Mugma, Sodepur, Salanpur, Sripur, Satgram, Kunustoria, Kajora, Kenda, Sonepur Bazari, Bankola, Jhanjra, Pandaveswar Area, MRS & HRD.

The HOD,

Mugma Regional Workshop, BE&FW, Poniati Workshop, Sodepur Neamatpur Central Workshop, Sodepur Central Stores, Ukhra Regional Workshop.

The CMS(I/c), ECL.

Subject: *Guidelines of pre-employment Medical Examination reg.*

Dear Sir(s),

With a view to process improvement, all concerned are hereby informed -

1.1 ***That our earlier communique bearing its no. ECL/CMD/C-6B/GM(P&IR)/17/994 dated 16.03.2017 about holding IME at Sanctoria Hospital in respect of the cases which is beyond 02 years from the date of death of ex-employee stands withdrawn.***

Henceforth, IME of all cases will exclusively be held at Area according to its cluster as was done before, and therefore, there is no need to send any proposal to Hq for holding IME at Sanctoria Hospital.

1.2 ***That no prior permission of the competent authority is required for holding Apex Medical Board in respect of following cases*** :

a) When Apex Medical Board is conducted for reviewing report of the IME against appeal of concerned candidate in terms of the guidelines circulated by the then CMS, ECL, vide his letter no. ECL/C-5(E)/CMS/PME/242 dated 12.05.2009.

Area must send the proposal for Apex Medical Board to ***CMS (I/c), ECL***, on being entirely satisfied itself with the claim and its appeal.

However, after holding Apex Medical Board, approval of the competent authority is required exclusively for the cases where recommendation of Apex Medical Board differs with the report of Area Medical Board.

b) When Apex Medical Board is conducted in the event of detection of colour blind and or identification of permanent physical disability (40% and above as per PWD Act) during IME.

In such specific situation, the proposal for holding Apex Medical Board is to be forwarded to ***CMS (I/c), ECL.*** who will arrange for examining suitability and fitness of the concerned candidate by Apex Medical Board provided that the concerned ***candidate is found otherwise fit*** except above stated physical deformity.

1.3 ***No prior permission of the competent authority is required in case of holding IOD and non-IOD Board (Job Suitability Board).***

However, after holding this Board, approval of the competent authority is required only in the cases where issues of change in nature of job and Permanent Partial Disability (PPD) are involved.

Yours faithfully,

12/5/2022

General Manager (P&IR), ECL

Copy to:

1) ***T.S. to Director (Personnel), ECL.***
2) ***The CMO (I/c)*** - C.H. Kalla & Sanctoria Hospital.
3) ***The Area Personnel Managers*** - Rajmahal, S.P. Mines, Mugma, Sodepur, Salanpur, Sripur, Satgram, Kunustoria, Kajora, Kenda, Sonepur Bazari, Bankola, Jhanjra, Pandaveswar Area.
4) ***Personnel Executive posted at*** - MRS, HRD Mugma Regional Workshop, BE&FW, Poniati Workshop, Sodepur Neamatpur Central Workshop, Sodepur Central Stores & Ukhra Regional Workshop.
5) ***Chief Manager (P), W.B.E. ECL, Hqs.***

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संक्टोरिया, पो-दिशेरगढ़, जिला-बर्धमान,
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E-mail - eclpersonneldept@gmail.com
Telefax- 0341-2523586.

Ref. No. : ECL/CMD/C-6B/GM (P&IR)/2022/ 443

Date: 07.01.2022

To

The General Manager,
Rajmahal / S.P. Mines / Mugma / Salanpur /
Sodepur / Satgram / Sripur / Kajora / Kunustoria /
Kenda / Bankola / Jhanjra / Pandaveswar /
Sonepur Bazari / J.K. Ropeways / HRD, Dishergarh /
Mines Rescue Station, Sitarampur,
Sodepur & Nearnatpur Workshop / Sodepur Central Stores /
Ukhra Regional Workshop / Poniati Workshop / Ratibati Worshop /
Mugma Regional Workshop / BE & FW.

CMO(IC), ECL, Hqs.

CMO (IC) /Admin, Sanctoria Hopsital.

CMO, Admin, C.H. Kalla,

Chief Manager (P) / WBE, ECL, Hqs.

Sub.: ***Providing employment opportunity to the Colour Blind Candidates under NCWA & Land Looser Scheme***

REF. GUIDELINES

Dear Sir(s),

The above cited subject stood deliberated in the meeting of the Empowered Committee of Functional Directors of Eastern Coalfields Limited (14th of 2021) held on 30th November 2021 at Board Room, CMD's Office, ECL, Hqs.

Whereupon the relevant extract of the Minutes of the Meeting of ECFDs of ECL has been received from the Manager (F) / Company Secretary, ECL, under cover of his letter no. ECL / CS / 27(Z-6) / 14th of 2021 / 2 dated 10.12.2021 which is reproduced below for ready reference.

Item No. 02 – Providing employment opportunity to the Colour Blind candidates under NCWA & Land Looser Scheme.

i) Director (Finance) / (Personnel) (Additional Charge) apprised the Empowered Committee of Functional Directors regarding the proposal for Providing employment opportunity to the Colour Blind candidates under NCWA & Land Looser Scheme. He also apprised that the proposal was earlier placed in the ECFDs meeting for deliberation, wherein ECFDs had directed to re-examine the proposal. The proposal has been re-examined and has been found that the rules relating to medical examination of new appointees has been incorporated in the Chapter VIII of the Medical Attendance Rules of CIL where pre-employment medical examination of new appointees is categorized in two groups. *Group A covers classes of employees directly connected with coal mining, i.e. Mining, Geological, Survey, Mechanical, Electrical, Electronics, Opencast Personnel, Mining Trainees, Authorized Drivers and Watch & Ward Employees* etc. Group B covers the posts other than A. CIL MA rules has stipulated minimum physical standards for Group A jobs while there is no mentioning of night blindness and colour blindness in Group B jobs. He also apprised that other subsdiaries of CIL viz. BCCL, CCL, MCL, NCL and SECL have considered the proposal for providing employment to the colour blind candidates.

Contd... to Page 02

ii) In view of the above and details as brought out in the agenda, Empowered Committee of Functional Directors after detailed deliberation approved to provide employment to the candidates who are found fit so far as other medical standards are concerned except colour blind and suitable as per the scheme of land looser and NCWA as the case may be. The concerned candidates may be placed thereafter into the surface jobs other than Group A jobs as brought out in the agenda.

iii) Empowered Committee of Functional Directors (ECFDs) also directed Director(Finance)/ (Personnel) (Additional Charge) to intimate Director (P&IR), CIL in this regard and also put the matter in the ECL Board for its information.

Subsequently, subject matter has been brought under the notice of Director (P&IR),CIL and has been put in the ECL Board in its 346th meeting held on 23.12.2021.

In view of above, the modalities to deal with the employment cases of colour blind candidates under NCWA & Land Loser Scheme is given here under and to be uniformly followed by all concerned:

Procedure:

Step 1: In case the candidates against land or dependent employment under NCWA is detected colour blind during the IME and the person is declared unfit for employment then he is to be referred to Apex Medical Board of the company.

Step 2: The proposal of employment against either of the scheme has also to be examined by the Unit / Area and to be ensured that same is otherwise in order and applicant is legally entitled for employment. This is a pre-condition before sending the candidate to Apex Medical Board.

Step 3: Having satisfied itself that employment can be offered, the Unit / Area has to send the proposal for Apex Medical Board to ***CMO(IC), ECL, Hqs*** who will arrange for the medical examination of the candidate by Apex Medical Board.

Step 4: The Apex Medical Board will examine the concerned candidate and declare his suitability at surface job which does not require any colour discrimination ***other than Group A*** as specified in the Medical Attendance Rules and submit it's report to the CMO (IC), ECL, Hqs.

Step 5: The CMO (IC), ECL, Hqs, will take approval of the findings of Apex Medical Board from Director (Personnel), ECL and therafter communicate the findings to the Area.

Step6: The Area after receipt findings of the Apex Medical Board from CMO(IC), ECL, Hqs, will place the same in the employment file and process the employment proposal accordingly and submit either to G.M. (P&IR), ECL (in case of NCWA) or to G.M. (LRE), ECL (in case of Land Looser) for further action.

When the approval of the employment either in case of NCWA or in case of Land Loosers is finally communicated from the office of the G.M.(P&IR), ECL, the same has to be entered in a separate register for keeping record of such candidates in following format:

Sl. No.	Name of Candidate	Father's Name	Appointment under NCWA or Land Looser Scheme (Specified)	Signature of the Officer with Date	Remarks

Yours faithfully,

7/1/2022

General Manager (P&IR), ECL

Copy to:

1) ***T.S to D(P), ECL***
2) ***HOD (Legal), ECL, Hqs***
3) ***APM of all Areas / Personnel Executive posted at Workshops, Hospitals & Other Estbs.***
4) ***Secretary, Apex Medical Board, ECL,HQs.***

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सँकटोरिया, पो.आ.- दिशेरगढ़,
जिला- पश्चिम बर्धमान,पश्चिम बंगाल-713333
विद्युत एवं यांत्रिक विभाग
सि.आइ. एन.- U10101WB1975GOI030295
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E&M Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref No.: ECL/HQ/E&M/Ws/17-18/06/12 Date: 27/06/2017

To
The Area Engineers (E&M),
Rajmahal/ SP Mines/ Mugma/ Salanpur/ Sodepur/ Sripur/ Satgram/ Kunustoria/ Kajora/ Kenda/ Sonepur Bazari/ Pandaveswar/ Jhanjra/ Bankola Area

Sub: **Repairing of High Head Pump (More than 200 m Head) by OEM Spares**

Dear Sir,

Please refer the letter no.: ECL: CMD: ENGG (E&M): SC: 108 dated 27/06/2008, which states:

"All critical Pump Sapres of 200 m head and above to be procured from OEM as decided by FDs of ECL for reliability & efficiency"

You are requested to send all the high head pumps lying in respective Areas to five central workshops (RWS/PWS/SCW/NCW/BE&FW) for its repairing by OEM spares, as per guideline mentioned above. In the case of any emergency, pumps may be repaired at Area Level, after obtaining NOC from respective workshops and with OEM spares only.

It should be followed with strict compliances. Any deviation in this regard will not be entertained.

GM (E&M)/ HOD, ECL

Copy to:

1. GM (T&MS)/ TS to CMD, ECL
2. GM (E&M)/ Mech, ECL HQ
3. GM (E&M)/ W/s, ECL HQ
4. GM, Rajmahal/ SP Mines/ Mugma/ Salanpur/ Sodepur/ Sripur/ Satgram/ Kunustoria/ Kajora/ Kenda/ Sonepur Bazari/ Pandaveswar/ Jhanjra/ Bankola Area
5. Agent, RWS/PWS/SCW/NCW/BE&FW, with an advise to repair all the high head/ high discharge pumps with OEM spares only as per guideline mentioned above

ECL

EASTERN COALFIELDS LTD.
(A Subsidiary Of Coal India Ltd)
Office of The Chairman Cum Managing Director
Sanctoria Po- Dishergarh.

Ref. No. - ECL/HQ/ENGG/E&M/HOD/Repair/2019-20/ 1258 Date- 17.12.2019

To,

The Area Engineer (E&M),
Bankola, Jhanjra, Kenda, Kajora, Kustoria,
Mugma, Pandaveswar, Sodepur, Satgram, Salanpur,
Sripur, SP Mines, Sonepur Bazari & Rajmahal Area.

Sub: Repairing of E&M equipments.

Dear Sir,

For repairing of the defective E&M equipments (Motor, Switches, Transformers, Pumps, Haulages etc.) of your area lying under breakdown condition, it is advised to send the equipments to the concerned E&M Workshops for systematic repairing of the same normally.

However, in case of extreme urgency / emergency, the equipments may be repaired at area level **preferably through ECL enlisted repairer(s) only,** maintaining all safety features and observing necessary formalities. In that case, **specific NOC from concerned E&M Workshop** to be obtained.

Moreover, for repairing of the following equipments at area level, **NOC from the E&M Workshops need not to be taken.**

1. LT Motors (below 40 HP)
2. HT Motors (3.3 KV and above)
3. Slip-ring Motors of any voltage grade
4. Lighting Transformers (up-to 100 KVA)
5. Switchgears (11 KV and above)
6. Submersible Pumps of any type
7. Minor repairing of pumps (except the pump under warranty)

This supersedes the earlier office order(s) in this respect (if any).

Matter may please be treated as 'Most Urgent'.

Yours faithfully,

17/12/19

(H. C. Ojha)
General Manager (E&M)
HOD, ECL HQ.

Copy to:

1. **Area General Manager**: Bankola, Jhanjra, Kenda, Kajora, Kustoria, Mugma, Pandaveswar, Sodepur, Satgram, Salanpur, Sripur, SP Mines, Sonepur Bazari & Rajmahal Area.

2. **Agent:** SCW/NCW/PWS/RWS/BE&FW: with advise to expedite the repairing schedule for early delivery of the repaired equipment.

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सांकतोड़िया, पत्रालय- डिशेरगढ़,
जिला- पश्चिम बर्धमान, पश्चिम बंगाल-713333
ई ऐंड एम विभाग
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Website- www.easterncoal.nic.in

Ref No. ECL/HQ/ENGG(F&M)/ 509 .

dt.09.07.2020

To,
The General Manager,
Jhanjra,Kajora,Kenda,Kunustoria,Mugma, Satgram
Pandaveswar,Sripur,Sodepur. Bankola Area

Sub: List of spare parts of underground machines to be procured from OEM/OES and those to be procured from OPM based on the policy for "Procurement of Spare Parts of Underground Machines" circulated by CIL vide office order ref no. CIL/C2D/UGMM Spares Policy/2019/288 dt.17.06.2019 and as per Purchase Manual 2020.

Dear Sir,

Competent approval has been obtained for the committee recommendation (ECL) for separate list of spare parts of underground machines (SDL/LHD/UDM) to be procured from OEM/OES and those to be procured from OPM based on the Policy of "Procurement of Spare Parts of Underground Machines" circulated by CIL vide office order ref no. CIL/C2D/UGMM Spares Policy/2019/288 dt 17.06.2019. (copy of Policy enclosed)

The relevant portion of the Policy for "Procurement of Spare Parts of Underground Machines" is quoted below.

Quote: C. In respect of critical spare parts for underground machines, procurement shall be made from OEM/OES/OPM only. If Single Tender is issued for procurement from OEM/OES, the same can be issued on proprietary basis based on a Proprietary Certificate or on special technical consideration basis., as the case may be, as per the provisions contained in CIL's Purchase manual. In case of non-critical items, the procurement from proven sources may be considered as per Clause-E below.

The definition of OEM, OES, OPM and Proven Sources are given at Clause-H

In case, OEM/OES/OPM does not quote directly as a matter of its corporate policy to any organization (Government or Private), its authorized distributer/dealer/ agent may quote with specific authorization from OEM/OES/OPM. In such cases, the price quoted by authorized distributer/dealer/ agent shall be authenticated by the Principal along with their offer.

D. Separate list of spare parts of underground machines to be procured from OEM/OES and those to be procured from OPM shall be compiled by F&M Head of the subsidiary Company based on the information given by /collected from the OEM. The manufactures whose supplied assemblies / sub –assemblies/ component are found originally fitted on the equipment at the time of Physical verification by a committee constituted by the Director (Technical) of the Subsidiary company, will also be considered as OPM.

The above list of spare parts to be procured from OEM/OES and OPM shall be approved by the Director (Technical) of the subsidiary company and these list may be reviewed and shared among all the subsidiaries on annual basis for the sake of uniformity.

Procurement of such items shall be made through Limited Tender basis among OEM/OES/OPM. If any other bidder claims to be OPM, he has to submit self-certified copy of Purchase order in support of proof of having supplied to OEM or copy of an agreement of the OEM with OPM for the tendered items. **Unquote.**

As such a separate list of spares parts to be procured from OEM/OES and OPM and as approved by competent authority is enclosed as shown below.

1. The list of spares for M/s Elmco Elecon India Ltd manufactured SDL/LHD and UDM, to be procured from OEM and to be procured from OPM is enclosed as Annexure A and Annexure B respectively.
2. The list of spares for M/s BEML Limited manufactured SDL, to be procured from OEM and to be procured from OPM is enclosed as Annexure C and Annexure D respectively.
3. The list of spares for M/s Simplex Engineering and Foundry Works, Ltd manufactured LHD and UDM, to be procured from OEM and to be procured from OPM is enclosed as Annexure E and Annexure F respectively.

This is for your information and further needful action.

Yours Faithfully.

09/07/2020

(Dr.M.K.Mishra)
GM(E&M/HOD
ECL.

Copy to:

1. D(T) P&P –for kind information.
2. GM(MM) Purchase.
3. GM(E&M), CIL,SECL,MCL,CCL,BCCL,WCL.
4. AE(E&M)
   Jhanjra,Kajora,Kenda,Kunustoria,Mugma. Satgram
   Pandaveswar,Sripur,Sodepur, Bankola Area

LIST OF EE MAKE SPARES OF LHD (811) TO BE PROCURED FROM OEM (M/S EIMCO ELECON (INDIA) LTD)

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
1	250A050000031	CHAIN (1" PITCH)	EIMCO ELECON INDIA LIMITED
2	250B000034/002	BRUSH HOLDER ASSY	EIMCO ELECON INDIA LIMITED
3	250B040000011	INCOMING PLUG ASSY.(EEIL)	EIMCO ELECON INDIA LIMITED
4	250B040000012	CRD SOCKET ASSY.(EEIL)	EIMCO ELECON INDIA LIMITED
5	250B060000054	CHAIN WHEEL(1" PITCH)	EIMCO ELECON INDIA LIMITED
6	370 3026	HEX SOCKET CSK HEAD SCREW	EIMCO ELECON INDIA LIMITED
7	612A000000228	CABLE,ST VALVE	EIMCO ELECON INDIA LIMITED
8	613A00/43/007	HYD.HOSE	EIMCO ELECON INDIA LIMITED
9	623AD1515/011	HOSE	EIMCO ELECON INDIA LIMITED
10	811A020000449	HANDLE	EIMCO ELECON INDIA LIMITED
11	811A050000103	ROLLER	EIMCO ELECON INDIA LIMITED
12	811A050000104	ROLLER	EIMCO ELECON INDIA LIMITED
13	811A060000121	AXLE BOLT	EIMCO ELECON INDIA LIMITED
14	811A060000128	BOLT (BOLSTER)	EIMCO ELECON INDIA LIMITED
15	811A060000152	BUSH	EIMCO ELECON INDIA LIMITED
16	811B020000286	MANIFOLD	EIMCO ELECON INDIA LIMITED
17	811B040000126	LIMIT SWITCH(CW & CCW)	EIMCO ELECON INDIA LIMITED
18	811B050000122	TRANSMISSION CABLE ASSY.	EIMCO ELECON INDIA LIMITED
19	811B050000123	THROTTLE CABLE ASSY.	EIMCO ELECON INDIA LIMITED
20	811B050000128	DRIVE LINE (MID)	EIMCO ELECON INDIA LIMITED
21	811B050000129	DRIVE LINE (FRONT)	EIMCO ELECON INDIA LIMITED
22	811B050000130	DRIVE LINE (REAR)	EIMCO ELECON INDIA LIMITED
23	811B050000136	DRIVE LINE (FRONT)	EIMCO ELECON INDIA LIMITED
24	811B[illegible]197	ROLL BACK CYLINDER	EIMCO ELECON INDIA LIMITED
25	811B050000198	LIFT CYLINDER	EIMCO ELECON INDIA LIMITED
26	811B[illegible]199	PUSH PLATE CYLINDER	EIMCO ELECON INDIA LIMITED
27	811B050000200	ROLL BACK CYLINDER	EIMCO ELECON INDIA LIMITED
28	811B050000201	STEERING CYLINDER	EIMCO ELECON INDIA LIMITED
29	811B050000221	ROLL BACK CYLINDER	EIMCO ELECON INDIA LIMITED
30	811B060000112	PIN	EIMCO ELECON INDIA LIMITED
31	811B060000116	PIN (R/B CYL TO BUCKET)	EIMCO ELECON INDIA LIMITED
32	811B060000149	SPROCKET	EIMCO ELECON INDIA LIMITED
33	811B060000150	SPROCKET	EIMCO ELECON INDIA LIMITED
34	811B060000151	DRIVE SHAFT	EIMCO ELECON INDIA LIMITED
35	811B060000174	DRIVE SHAFT-M	EIMCO ELECON INDIA LIMITED
36	811B060000175	SHAFT (TENSION END)	EIMCO ELECON INDIA LIMITED
37	811C050000102	TWIN COOLER	EIMCO ELECON INDIA LIMITED
38	811M000000417	SPIDER ASSY (5C)	EIMCO ELECON INDIA LIMITED
39	811M000000425	FLIGHT BAR AND LINK ASSY.	EIMCO ELECON INDIA LIMITED
40	811N000000182	DRIVE OIL PRESSURE GAUGE	EIMCO ELECON INDIA LIMITED
41	912A060000125	AXLE BOLT	EIMCO ELECON INDIA LIMITED
42	EEA0005149	BR PISTON"O"RING BACK-UPWASHER	EIMCO ELECON INDIA LIMITED
43	EEA0005150	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
44	EEA0005151	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
45	EEA0005154	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
46	EEA0005759	BORE PLUG RETAINING RING	EIMCO ELECON INDIA LIMITED
47	EEA0006660	SEAL KIT	EIMCO ELECON INDIA LIMITED
48	EEA0010499	BEARING SET	EIMCO ELECON INDIA LIMITED
49	EEA0012870	PINION NUT	EIMCO ELECON INDIA LIMITED
50	EEA0015034	SEAL KIT	EIMCO ELECON INDIA LIMITED

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
51	EEA0015117	LOAD CARTRIDGE VALVE	EIMCO ELECON INDIA LIMITED
52	EEA0015119	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
53	EEA0015177	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
54	EEA0015142	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
55	EEA0015153	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
56	EEA0015174	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
57	EEA0015927	RUBBER ELEMENT	EIMCO ELECON INDIA LIMITED
58	EEA0017252	SEAL KIT,L.C.VALVE	EIMCO ELECON INDIA LIMITED
59	EEA0017469	SEAL KIT	EIMCO ELECON INDIA LIMITED
60	EEA0018588	Outer link	EIMCO ELECON INDIA LIMITED
61	EEA0018589	Center link	EIMCO ELECON INDIA LIMITED
62	EEA0019109	SEAL KIT FOR [*] MARKED ITEMS	EIMCO ELECON INDIA LIMITED
63	EEA0019110	SEAL KIT FOR [*] MARKED ITEMS	EIMCO ELECON INDIA LIMITED
64	EEA0020978	SEAL KIT FOR [*] MARKED ITEMS	EIMCO ELECON INDIA LIMITED
65	EEA0020991	SEAL KIT FOR [*] MARKED ITEMS	EIMCO ELECON INDIA LIMITED
66	EEA0020994	SEAL KIT FOR [*] MARKED ITEMS	EIMCO ELECON INDIA LIMITED
67	EEA0023476	LIGHTING TRANSFORMER	EIMCO ELECON INDIA LIMITED
68	MBH60/72/50A	BUSH (METRIC)	EIMCO ELECON INDIA LIMITED
69	MBH60/72/80A	BUSH (METRIC)	EIMCO ELECON INDIA LIMITED
70	SC011/008	BONDED SEAL	EIMCO ELECON INDIA LIMITED
71	SC011/009	BONDED SEAL	EIMCO ELECON INDIA LIMITED
72	SC011/026	BONDED SEAL	EIMCO ELECON INDIA LIMITED
73	SED12/044	ST.SWIVEL ADST.SWIVEL ADAPTOR F/	EIMCO ELECON INDIA LIMITED
74	SEG1068	"O" RING	EIMCO ELECON INDIA LIMITED
75	SEG1093	"O" RING	EIMCO ELECON INDIA LIMITED
76	SHXC003/047	SPHERICAL BEARING	EIMCO ELECON INDIA LIMITED
77	912CC30000028	BOLSTER	EIMCO ELECON INDIA LIMITED

ANNEXURE A

LIST OF EE MAKE SPARES OF LHD (912) TO BE PROCURED FROM OEM (M/S BIMCO ELECON (INDIA LTD)

SR NO.	Part Number	DESCRIPTION	SUPPLIER NAME
1	250A050000C35	CHAIN	BIMCO ELECON INDIA LIMITED
2	250B060000C53	CHAIN WHEEL(1" P.CH)	BIMCO ELECON INDIA LIMITED
3	623D02584/337	HOSE ASSEMBLY	BIMCO ELECON INDIA LIMITED
4	B1LAD60000158	AXLE BOLT	BIMCO ELECON INDIA LIMITED
5	912AD5C0C0191	'V' BELT PULLEY	BIMCO ELECON INDIA LIMITED
6	912AD50000222	FRONT AXLE	BIMCO ELECON INDIA LIMITED
7	912A0550C0258	FAN	BIMCO ELECON INDIA LIMITED
8	912AD50000294	TAPER LOCK BUSH	BIMCO ELECON INDIA LIMITED
9	912A050000296	TAPER LOCK BUSH	BIMCO ELECON INDIA LIMITED
10	912A0600000123	SPACER	BIMCO ELECON INDIA LIMITED
11	912A0600000195	SPACER	BIMCO ELECON INDIA LIMITED
12	912B0200000479	PIN ASSY.	BIMCO ELECON INDIA LIMITED
13	912B020000480	PIN ASSY	BIMCO ELECON INDIA LIMITED
14	912B020000530	FAN HUB	BIMCO ELECON INDIA LIMITED
15	912B020000661	ROLLER MOUNTING BKT	BIMCO ELECON INDIA LIMITED
16	912B050000225	DRIVE LINE(TRANS TO REAR AXL)	BIMCO ELECON INDIA LIMITED
17	912B050000226	DRIVE LINE(FRONT)	BIMCO ELECON INDIA LIMITED
18	912B050000918	DRIVE LINE(ARTICULATION)	BIMCO ELECON INDIA LIMITED
19	912B050000282	ROLL BACK CYLINDER	BIMCO ELECON INDIA LIMITED
20	912B050000283	LIFT CYLINDER	BIMCO ELECON INDIA LIMITED
21	912B050000284	STEERING CYLINDER	BIMCO ELECON INDIA LIMITED
22	912B050000291	PUSH PLATE CYLINDER	BIMCO ELECON INDIA LIMITED
23	912B060000101	PIN (B.F. - DUMP CYL.)	BIMCO ELECON INDIA LIMITED
24	912B060000104	PIN (B.F. - ST.CYL.)	BIMCO ELECON INDIA LIMITED
25	912B060000105	PIN (B.F. - ST.CYL.)	BIMCO ELECON INDIA LIMITED
26	912B060000106	PIN (B.F. - ARM)	BIMCO ELECON INDIA LIMITED
27	912B060000107	PIN (B.F. - ARM)	BIMCO ELECON INDIA LIMITED
28	912B060000108	PIN (B.F. - LIFT CYL.)	BIMCO ELECON INDIA LIMITED
29	912B060000109	PIN (B.F. - B.F.)	BIMCO ELECON INDIA LIMITED
30	912B060000111	PIN (ARM - LIFT CYL.)	BIMCO ELECON INDIA LIMITED
31	912B060000113	PIN (ARM - BUCKET)	BIMCO ELECON INDIA LIMITED
32	912B060000114	PIN (ARM - BUCKET)	BIMCO ELECON INDIA LIMITED
33	912B060000117	WEAR WASHER	BIMCO ELECON INDIA LIMITED
34	912B060000135	PIN (ARM/LEVER)	BIMCO ELECON INDIA LIMITED
35	912B060000136	PIN (LINK-LEV/BUCKET)	BIMCO ELECON INDIA LIMITED
36	912B060000137	PIN (LEVER-DUMP CYL.)	BIMCO ELECON INDIA LIMITED
37	912B060000138	PIN	BIMCO ELECON INDIA LIMITED
38	912B060000144	PIN	BIMCO ELECON INDIA LIMITED
39	912C050000124	TWIN COUPLER	BIMCO ELECON INDIA LIMITED
40	912M100000348	SPIDER ASSY.(TC)	BIMCO ELECON INDIA LIMITED
41	EEA0005555	DRIVING SHAFT FOR 912C050	BIMCO ELECON INDIA LIMITED
42	EEA0005556	MOUNTING ARM	BIMCO ELECON INDIA LIMITED
43	EEA0005557	DISTANCE PIECE	BIMCO ELECON INDIA LIMITED
44	EEA0005558	OIL SEAL	BIMCO ELECON INDIA LIMITED
45	EEA0005560	OUTER BEARING CUP & CONE	BIMCO ELECON INDIA LIMITED
46	EEA0005561	ANNULUS	BIMCO ELECON INDIA LIMITED
47	EEA0005564	PLANET GEAR	BIMCO ELECON INDIA LIMITED
48	EEA0005565	NIDDLE ROLLER	BIMCO ELECON INDIA LIMITED
49	EEA0005568	SIDE WASHER	BIMCO ELECON INDIA LIMITED
50	EEA0005569	PLANET PIN	BIMCO ELECON INDIA LIMITED
51	EEA0005576	INTERMEDIATE PLATE FOR 91	BIMCO ELECON INDIA LIMITED
52	EEA0005577	MIDDLE PLATE FOR 912C0900	BIMCO ELECON INDIA LIMITED
53	EEA0005578	ACTUATOR FOR 912C0MXXXX6	BIMCO ELECON INDIA LIMITED
54	EEA0005582	COUPLING FLANGE	BIMCO ELECON INDIA LIMITED
55	EEA0005584	OIL SEAL	BIMCO ELECON INDIA LIMITED
56	EEA0005590	SPIRAL BEVEL WHEEL	BIMCO ELECON INDIA LIMITED
57	EEA0005602	BEARING SET	BIMCO ELECON INDIA LIMITED
58	EEA0005605	BEARING FOR 912C050000C58	BIMCO ELECON INDIA LIMITED
59	EEA0005611	SEAL (NYLON BACKED)	BIMCO ELECON INDIA LIMITED
60	EEA0005632	PLANET CARRIER ASSY	BIMCO ELECON INDIA LIMITED
61	EEA0013319	HUB	BIMCO ELECON INDIA LIMITED
62	EEA0013325	HUB NUT ASSY	BIMCO ELECON INDIA LIMITED
63	EEA0014038	SEAL KIT FOR CONVERTER SECTION	BIMCO ELECON INDIA LIMITED
64	EEA0015352	SEAL KIT (* MARKED ITEMS)	BIMCO ELECON INDIA LIMITED
65	EEA0015353	SEAL KIT (* MARKED ITEMS)	BIMCO ELECON INDIA LIMITED
66	EEA0021634	SEAL KIT FOR (*) MARKED ITEM	BIMCO ELECON INDIA LIMITED
67	EEA0021635	SEAL KIT FOR (*) MARKED ITEM	BIMCO ELECON INDIA LIMITED
68	EEA0021636	SEAL KIT FOR (*) MARKED ITEM	BIMCO ELECON INDIA LIMITED
69	EEA0021637	SEAL KIT FOR (*) MARKED ITEM	BIMCO ELECON INDIA LIMITED
70	EEA0022044	SEAL KIT	BIMCO ELECON INDIA LIMITED

ANNEXURE 25

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
71	MBH100/116/60A	BUSH,METRIC	EIMCO ELECON INDIA LIMITED
72	MBH125/145/100A	BUSH (METRIC)	EIMCO ELECON INDIA LIMITED
73	MBH152/170/140A	BUSH,METRIC	EIMCO ELECON INDIA LIMITED
74	MBH175/85/75A	BUSH (METRIC)	EIMCO ELECON INDIA LIMITED
75	SEG1093	"O" RING	EIMCO ELECON INDIA LIMITED
76	SEG164	SEAL	EIMCO ELECON INDIA LIMITED
77	SEG751	SEAL	EIMCO ELECON INDIA LIMITED
78	STDC003/056	SPHERICAL BEARING	EIMCO ELECON INDIA LIMITED
79	312E020000376	WHEEL RIM ASSY(14.00x25)	EIMCO ELECON INDIA LIMITED
80	EEA0013582	SERVICE BRAKE CYLINDER ASSY	EIMCO ELECON INDIA LIMITED
81	EEA0005145	PULL ROD	EIMCO ELECON INDIA LIMITED
82	EEA0013870	WHEEL STUD	EIMCO ELECON INDIA LIMITED
83	EEA0015927	RUBBER ELEMENT	EIMCO ELECON INDIA LIMITED
84	EEA0003479	FILTER ELEMENT	EIMCO ELECON INDIA LIMITED
85	EEA0018438	FILTER ELEMENT(Trans)	EIMCO ELECON INDIA LIMITED
86	813B000000185	PRESSURE GUAGE	EIMCO ELECON INDIA LIMITED
87	813B000000182	DRIVE OIL PRESSURE GUAGE	EIMCO ELECON INDIA LIMITED
88	813B000000189	TRANS TEMPERATURE GUAGE	EIMCO ELECON INDIA LIMITED
89	SEA0000031	O RING	EIMCO ELECON INDIA LIMITED
90	EEA0011615	OIL SEAL	EIMCO ELECON INDIA LIMITED
91	SEG1045	O RING	EIMCO ELECON INDIA LIMITED
92	SPARE	DRAIN COCK VALVE	EIMCO ELECON INDIA LIMITED
93	613M000001381	TANK FILLER CARTRIDGE	EIMCO ELECON INDIA LIMITED
94	913C030000018	BOLSTAR	EIMCO ELECON INDIA LIMITED
95	913A060000123	SPACER	EIMCO ELECON INDIA LIMITED
96	913A060000185	SPACER	EIMCO ELECON INDIA LIMITED
97	250A070000036	IDLER SPROCKET ASSY	EIMCO ELECON INDIA LIMITED
98	250B050000054	CHAIN WHEEL	EIMCO ELECON INDIA LIMITED
99	EEA0010817	COUNTER BALANCE VALVE	EIMCO ELECON INDIA LIMITED
100	625B050000177	SUCTION STRAINER	EIMCO ELECON INDIA LIMITED
101	EEA0005149	BR.PISTON"O"RING BACK-UPWASHER	EIMCO ELECON INDIA LIMITED
102	EEA0005150	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
103	EEA0005151	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
104	EEA0005154	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
105	EEA0005147	"O" RING, BRAKE PISTON	EIMCO ELECON INDIA LIMITED
106	EEA0005148	"O" RING	EIMCO ELECON INDIA LIMITED
107	EEA0005155	BLEED SCREW	EIMCO ELECON INDIA LIMITED
108	EEA0005146	DISC SPRING	EIMCO ELECON INDIA LIMITED
109	250M000000134	SLIP RING & BRUSH HOLDER ASSY	EIMCO ELECON INDIA LIMITED
110	EEA0020365	PILOT LED	EIMCO ELECON INDIA LIMITED
111	EEA0026326	HALOGEN REFLECTOR LAMP	EIMCO ELECON INDIA LIMITED
112	EEA0018520	LAMP HOLDER WITH CLAMP	EIMCO ELECON INDIA LIMITED
113	EEA0023426	LIGHTING TRANSFORMER	EIMCO ELECON INDIA LIMITED
114	625B040000125	LIMIT SWITCH	EIMCO ELECON INDIA LIMITED
115	811B040000126	LIMIT SWITCH	EIMCO ELECON INDIA LIMITED
116	SE015/250	ADAPTOR	EIMCO ELECON INDIA LIMITED
117	SE015/256	ADAPTOR	EIMCO ELECON INDIA LIMITED
118	SE012/241	BANJO ADAPTOR	EIMCO ELECON INDIA LIMITED
119	SE012/094	REDUCER	EIMCO ELECON INDIA LIMITED
120	SE012/142	BANJO ADAPTOR	EIMCO ELECON INDIA LIMITED
121	625A00397/015	HOSE	EIMCO ELECON INDIA LIMITED
122	625A00397/009	HOSE	EIMCO ELECON INDIA LIMITED
123	625A00397/016	HOSE	EIMCO ELECON INDIA LIMITED
124	625B040000287	HEAD LIGHT ASSY	EIMCO ELECON INDIA LIMITED
125	811A050000013	PRESSURE GUAGE ISOLATER VALVE	EIMCO ELECON INDIA LIMITED
126	EEA0006563	PLANET CARRIER	EIMCO ELECON INDIA LIMITED
127	912C050000155	FLEX. COUPLING	EIMCO ELECON INDIA LIMITED
128	EEA0015033	CONVERTOR SEAL KIT	EIMCO ELECON INDIA LIMITED

LIST OF EE MAKE SPARES OF SDL (613/611) TO BE PROCURED FROM OEM (M/S EIMCO ELECON INDIA LTD)

SR.NO.	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
1	611C030000007	DRIVE SPROCKET	EIMCO ELECON INDIA LIMITED
2	[illegible]	BUSH	EIMCO ELECON INDIA LIMITED
3	8429/28/389	BUSH	EIMCO ELECON INDIA LIMITED
4	8H30/40/325	BUSH	EIMCO ELECON INDIA LIMITED
5	8H40/50/480	BUSH	EIMCO ELECON INDIA LIMITED
6	613A030017	PIN	EIMCO ELECON INDIA LIMITED
7	SC030/39-L	PIN	EIMCO ELECON INDIA LIMITED
8	SF025/04R	PIN	EIMCO ELECON INDIA LIMITED
9	SD027/027	PIN	EIMCO ELECON INDIA LIMITED
10	625XC6000C50R	PIN (ARM BUCKET)	EIMCO ELECON INDIA LIMITED
11	SC030/002	LOCKING PLATE	EIMCO ELECON INDIA LIMITED
12	SC030/A05	LOCKING PLATE	EIMCO ELECON INDIA LIMITED
13	SC030/A06	LOCKING PLATE	EIMCO ELECON INDIA LIMITED
14	[illegible]	CYLINDER SUPPLE	EIMCO ELECON INDIA LIMITED
15	627A030000A445	SPROCKET SHAFT	EIMCO ELECON INDIA LIMITED
16	611C020000008	IDLER(IDLER HALF)	EIMCO ELECON INDIA LIMITED
17	625C000C03248	SHAFT (TENSION END)	EIMCO ELECON INDIA LIMITED
18	625C000C32491	SPRING KIT	EIMCO ELECON INDIA LIMITED
19	627A000001260	BUSH	EIMCO ELECON INDIA LIMITED
20	615A000C03024	FLIGHT BAR AND LINK ASSEM	EIMCO ELECON INDIA LIMITED
21	627A030001[illegible]28	BUSH	EIMCO ELECON INDIA LIMITED
22	MK80E30	KEY	EIMCO ELECON INDIA LIMITED
23	625A000C03250	LINK PIN	EIMCO ELECON INDIA LIMITED
24	611A020000049	HANDLE	EIMCO ELECON INDIA LIMITED
25	611A020000473	HANDLE	EIMCO ELECON INDIA LIMITED
26	FE1060	FITTING	EIMCO ELECON INDIA LIMITED
27	625B050000132	SUCTION STRAINER (40 MESH)	EIMCO ELECON INDIA LIMITED
28	LCA00C315	FILTER ELEMENT	EIMCO ELECON INDIA LIMITED
29	627A030001[illegible]	RANK RELIEF CARTRIDGE	EIMCO ELECON INDIA LIMITED
30	625A000000C23	GASKET	EIMCO ELECON INDIA LIMITED
31	BKRVL	DRAIN COCK, VALVE	EIMCO ELECON INDIA LIMITED
32	611B050000[illegible]	GASKET	EIMCO ELECON INDIA LIMITED
33	625A000000C36	DIAL THERMOMETER	EIMCO ELECON INDIA LIMITED
34	11000E1170	RADIATOR (OIL COOLER)	EIMCO ELECON INDIA LIMITED
35	627A000000136	FRONT IDLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
36	625C000000383/625L56000	FRONT IDLER COLLAR LH	EIMCO ELECON INDIA LIMITED
37	625A000000383/625C56000	FRONT IDLER COLLAR-RH	EIMCO ELECON INDIA LIMITED
38	627C000002630	SHAFT (FRONT IDLER)	EIMCO ELECON INDIA LIMITED
39	630B000006209	CAGE,FRONT IDLER BEARING	EIMCO ELECON INDIA LIMITED
40	[illegible]	SHIM SET (VARIED IN [illegible]S	EIMCO ELECON INDIA LIMITED
41	[illegible]	TRACK RECOIL ASSEMBLY, H.	EIMCO ELECON INDIA LIMITED
42	627E000000093	WORK	EIMCO ELECON INDIA LIMITED
43	[illegible]	SPRING RETAINER	EIMCO ELECON INDIA LIMITED
44	[illegible]	COMPRESSION SPRING	EIMCO ELECON INDIA LIMITED
45	627E000000849	GUIDE PIN	EIMCO ELECON INDIA LIMITED
46	627B000000048	FRONT IDLER GUIDE	EIMCO ELECON INDIA LIMITED
47	627A000000[illegible]	TRACK TENSIONING ARRANGEM	EIMCO ELECON INDIA LIMITED
48	625A030001[illegible]	TRACK ADJUSTING BOLT	EIMCO ELECON INDIA LIMITED
49	1027C0150000005	TRACK ROLLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
50	625A000[illegible]	LOCKING PLATE	EIMCO ELECON INDIA LIMITED
51	627C3621	HEX SOCKET HEAD CAP SCREW	EIMCO ELECON INDIA LIMITED
52	627A030000[illegible]	TRACK LINK ASSY.	EIMCO ELECON INDIA LIMITED
53	627A000000631	DOWEL PIN	EIMCO ELECON INDIA LIMITED
54	[illegible]	HOSE CLAMP	EIMCO ELECON INDIA LIMITED
55	[illegible]	HOSE CLAMP	EIMCO ELECON INDIA LIMITED
56	BP785	LIMITING, FEMALE	EIMCO ELECON INDIA LIMITED
57	FE4000C684	SPECIAL ELBOW	EIMCO ELECON INDIA LIMITED
58	[illegible]	COUPLING	EIMCO ELECON INDIA LIMITED
59	[illegible]	ST. CONE ADAPTOR M/M	EIMCO ELECON INDIA LIMITED
60	625S070000190	ROLL BACK CYLINDER	EIMCO ELECON INDIA LIMITED
61	[illegible]	LIFT CYLINDER	EIMCO ELECON INDIA LIMITED
62	[illegible]	LOAD CARTRIDGE VALVE	EIMCO ELECON INDIA LIMITED
63	831A000000C85	OIL PRESSURE GAUGE	EIMCO ELECON INDIA LIMITED
64	[illegible]	TRACK FRAME-I	EIMCO ELECON INDIA LIMITED
65	625U070000A50	TRACK FRAME-III	EIMCO ELECON INDIA LIMITED

ANNEXURE A

SR NO.	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
66	[illegible]	SEAL KIT-RELIEF VALVE (*)MARKED ITEMS	EIMCO ELECON INDIA LIMITED
67	[illegible]	SEAL KIT (*) MARKED ITEMS	EIMCO ELECON INDIA LIMITED
68	[illegible]	SEAL KIT (*) MARKED ITEMS	EIMCO ELECON INDIA LIMITED
69	[illegible]	SEAL KIT	EIMCO ELECON INDIA LIMITED
70	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
71	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
72	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
73	[illegible]	SEAL KIT FOR CHECK VALVE	EIMCO ELECON INDIA LIMITED
74	[illegible]	SEAL KIT, L.C.VALVE	EIMCO ELECON INDIA LIMITED
75	[illegible]	SEAL KIT	EIMCO ELECON INDIA LIMITED
76	[illegible]	SEAL KIT	EIMCO ELECON INDIA LIMITED
77	[illegible]	SEAL KIT (*) MARKED ITEM	EIMCO ELECON INDIA LIMITED
78	[illegible]	SEAL KIT (*) MARKED ITEMS	EIMCO ELECON INDIA LIMITED
79	[illegible]	SEAL KIT (*) MARKED ITEMS	EIMCO ELECON INDIA LIMITED
80	[illegible]	RUBBER ELEMENT	EIMCO ELECON INDIA LIMITED
81	[illegible]	O RING (*)	EIMCO ELECON INDIA LIMITED
82	[illegible]	O RING	EIMCO ELECON INDIA LIMITED
83	[illegible]	O RING	EIMCO ELECON INDIA LIMITED
84	[illegible]	HYD HOSE	EIMCO ELECON INDIA LIMITED
85	[illegible]	HYD HOSE	EIMCO ELECON INDIA LIMITED
86	[illegible]	HYD HOSE	EIMCO ELECON INDIA LIMITED
87	[illegible]	HYD HOSE	EIMCO ELECON INDIA LIMITED
88	[illegible]	HOSE	EIMCO ELECON INDIA LIMITED
89	[illegible]	LIMIT SWITCH (C.C.W.)	EIMCO ELECON INDIA LIMITED
90	[illegible]	THERMOSTAT	EIMCO ELECON INDIA LIMITED
91	[illegible]	SIDE MOUNTED LEVEL SWITCH	EIMCO ELECON INDIA LIMITED
92	[illegible]	LIMIT SWITCH (C.W.)	EIMCO ELECON INDIA LIMITED
93	[illegible]	PRESSURE SWITCH	EIMCO ELECON INDIA LIMITED
94	[illegible]	LIMIT SWITCH (C.W.S C.C.W)	EIMCO ELECON INDIA LIMITED
95	[illegible]	BRACE ADJESTMENT BUSH	EIMCO ELECON INDIA LIMITED
96	1027A060000010	BRACE MASTER PIN	EIMCO ELECON INDIA LIMITED
97	1027A060000016	SPACER	EIMCO ELECON INDIA LIMITED
98	[illegible]	SHAFT	EIMCO ELECON INDIA LIMITED
99	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
100	[illegible]	FLIGHT BAR ASSEMBLY	EIMCO ELECON INDIA LIMITED
101	[illegible]	OUTER LINK ASSEMBLY	EIMCO ELECON INDIA LIMITED
102	[illegible]	CENTRE LINK ASSEMBLY	EIMCO ELECON INDIA LIMITED
103	[illegible]	HEX SOCKET HEAD CAP SCREW	EIMCO ELECON INDIA LIMITED
104	[illegible]	SPHERICAL BEARING	EIMCO ELECON INDIA LIMITED
105	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
106	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
107	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
108	[illegible]	SEAL KIT (* MARKED ITEMS	EIMCO ELECON INDIA LIMITED
109	[illegible]	SEAL KIT (* MARKED ITEMS	EIMCO ELECON INDIA LIMITED
110	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
111	[illegible]	LINKAGE	EIMCO ELECON INDIA LIMITED
112	[illegible]	ROLL BACK CYLINDER	EIMCO ELECON INDIA LIMITED
113	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
114	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
115	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
116	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
117	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
118	[illegible]	PIN	EIMCO ELECON INDIA LIMITED
119	[illegible]	TRACK LINK ASSY.	EIMCO ELECON INDIA LIMITED
120	[illegible]	PAN	EIMCO ELECON INDIA LIMITED
121	[illegible]	SEAL	EIMCO ELECON INDIA LIMITED
122	[illegible]	GLAND NUT	EIMCO ELECON INDIA LIMITED
123	[illegible]	PIPER	EIMCO ELECON INDIA LIMITED
124	[illegible]	LINK	EIMCO ELECON INDIA LIMITED
125	[illegible]	WIPER SEAL (*)	EIMCO ELECON INDIA LIMITED
126	[illegible]	PISTON SEAL (*)	EIMCO ELECON INDIA LIMITED
127	[illegible]	O RING (*)	EIMCO ELECON INDIA LIMITED
128	[illegible]	ROD SEAL (*)	EIMCO ELECON INDIA LIMITED
129	[illegible]	O RING (*)	EIMCO ELECON INDIA LIMITED
130	[illegible]	SEAL KIT (*) MARKED ITEM	EIMCO ELECON INDIA LIMITED
131	S2816	O RING	EIMCO ELECON INDIA LIMITED
132	[illegible]	O RING (*)	EIMCO ELECON INDIA LIMITED

ANNEXURE A

SR NO	PART NO	ITEM DESCRIPTION	SUPPLIER NAME
133	[illegible]	O RING (*)	EIMCO ELECON INDIA LIMITED
134	5256110000020	RADIATOR (OIL COOLER)	EIMCO ELECON INDIA LIMITED
135	[illegible]	FLEXIBLE COUPLING	EIMCO ELECON INDIA LIMITED
136	[illegible]	TRACK ADJUSTING BOLT	EIMCO ELECON INDIA LIMITED
137	[illegible]	PLUNGER & FINAL ASSY	EIMCO ELECON INDIA LIMITED
138	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
139	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
140	[illegible]	SEAL KIT (* MARKED ITEMS)	EIMCO ELECON INDIA LIMITED
141	9L18C90000209	SPROCKET	EIMCO ELECON INDIA LIMITED
142	9L18C20000041	CAGE (FRONT IDLER BEARING)	EIMCO ELECON INDIA LIMITED
143	9L18CA0000440	SHAFT (FRONT IDLER)	EIMCO ELECON INDIA LIMITED
144	9ZEA0720A0110	TRACK TENSIONING ARRANGEMENT	EIMCO ELECON INDIA LIMITED
145	[illegible]	CONVEYOR ASSY	EIMCO ELECON INDIA LIMITED
146	EEA0021047	SEAL KIT FOR (*) MARKED ITEM	EIMCO ELECON INDIA LIMITED
147	[illegible]	SEAL KIT FOR (*) MARKED ITEM	EIMCO ELECON INDIA LIMITED
148	611E060000170	FRONT IDLER GUIDE	EIMCO ELECON INDIA LIMITED
149	EEA0018369	CENTER LINK	EIMCO ELECON INDIA LIMITED
150	[illegible]	OUTER LINK	EIMCO ELECON INDIA LIMITED
151	614C020094	INNER LINK	EIMCO ELECON INDIA LIMITED
152	9T4001S191	FLIGHT BAR	EIMCO ELECON INDIA LIMITED
153	625BC70000269	CONVEYOR ASSY	EIMCO ELECON INDIA LIMITED
154	[illegible]	FLEXIBLE COUPLING	EIMCO ELECON INDIA LIMITED
155	621AC1S15/011	HOSE	EIMCO ELECON INDIA LIMITED
156	613A0200000J1	STRAIGHT ADAPTOR	EIMCO ELECON INDIA LIMITED
157	[illegible]	FLP HEAD LIGHT D/E (COMBINE - HALOGEN & LED),24V, EEEL	EIMCO ELECON INDIA LIMITED
158	77A0C25106	HALOGEN REFLECTOR LAMP 24V 50W	EIMCO ELECON INDIA LIMITED
159	[illegible]	TRACK LINK ASSY	EIMCO ELECON INDIA LIMITED
160	611AC70000697	FRONT IDLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
161	[illegible]	TRACK ROLLER BAND	EIMCO ELECON INDIA LIMITED
162	611D050000223	OIL COOLER	EIMCO ELECON INDIA LIMITED
163	912AD5000C278	FAN	EIMCO ELECON INDIA LIMITED
164	625B060206101	TRACK SHOE (T.G.)	EIMCO ELECON INDIA LIMITED
165	[illegible]	TRACK LINK AND T.G.SHOE ASSY.	EIMCO ELECON INDIA LIMITED
166	EEA0023457	FILTER ELEMENT	EIMCO ELECON INDIA LIMITED
167	EEA0020817	COUPLER BALANCE VALVE	EIMCO ELECON INDIA LIMITED
168	EEA0028511	'O' RING	EIMCO ELECON INDIA LIMITED
169	625A000197/031	HOSE	EIMCO ELECON INDIA LIMITED
170	STD80C5/006	HYD. HOSE	EIMCO ELECON INDIA LIMITED
171	STD80C5/006	HYD. HOSE	EIMCO ELECON INDIA LIMITED
172	STD80C4/007	HYD.HOSE	EIMCO ELECON INDIA LIMITED
173	623A015LS/008	HOSE	EIMCO ELECON INDIA LIMITED
174	623A015LS/004	HOSE	EIMCO ELECON INDIA LIMITED
175	611M100000153	TRACK LINK AND T.G.SHOE	EIMCO ELECON INDIA LIMITED
176	[illegible]	TRACK LINK AND T.G.SHOE	EIMCO ELECON INDIA LIMITED
177	611M100000154	TRACK LINK AND T.G.SHOE	EIMCO ELECON INDIA LIMITED

LIST OF EE MAKE SPARES OF UDM TO BE PROCURED FROM OEM (M/S EIMCO ELECON INDIA LTD)

SR.NO	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
1	G25B0000001931	GASKET	EIMCO ELECON INDIA LIMITED
2	BP1FG	GREASE NIPPLE	EIMCO ELECON INDIA LIMITED
3	SEG1090	O RING	EIMCO ELECON INDIA LIMITED
4	625B050000122	SUCTION STRAINER (40 MESH)	EIMCO ELECON INDIA LIMITED
5	EEA0003479	FILTER ELEMENT	EIMCO ELECON INDIA LIMITED
6	241A000000284	OIL LEVEL WINDOW	EIMCO ELECON INDIA LIMITED
7	G13M0000001081	TANK RELIEF CARTRIDGE	EIMCO ELECON INDIA LIMITED
8	625A010000023	GASKET	EIMCO ELECON INDIA LIMITED
9	BP2RVE	DRAIN COCK, VALVE	EIMCO ELECON INDIA LIMITED
10	811B050000067	GASKET	EIMCO ELECON INDIA LIMITED
11	625A050000103	DIAL THERMOMETER	EIMCO ELECON INDIA LIMITED
12	EEDD001170	RADIATOR (OIL COOLER)	EIMCO ELECON INDIA LIMITED
13	627M0000001136	FRONT IDLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
14	623000000289?/625C0	FRONT IDLER COLLAR-LH	EIMCO ELECON INDIA LIMITED
15	623000000283?/625C0	FRONT IDLER COLLAR-RH	EIMCO ELECON INDIA LIMITED
16	623C000002855	SHAFT (FRONT IDLER)	EIMCO ELECON INDIA LIMITED
17	630B000006205	CAGE,FRONT IDLER BEARING	EIMCO ELECON INDIA LIMITED
18	G1222	SHIM SET (PLACED IN "A" S	EIMCO ELECON INDIA LIMITED
19	627M000000062	TRACK RECOIL ASSEMBLY, H.	EIMCO ELECON INDIA LIMITED
20	627E000000003	YOKE	EIMCO ELECON INDIA LIMITED
21	627C000000873	SPRING RETAINER	EIMCO ELECON INDIA LIMITED
22	625A000001439	COMPRESSION SPRING	EIMCO ELECON INDIA LIMITED
23	627B000000049	GUIDE PIN	EIMCO ELECON INDIA LIMITED
24	627B000000048	FRONT IDLER GUIDE	EIMCO ELECON INDIA LIMITED
25	627M000000265	TRACK TENSIONING ARRANGEM	EIMCO ELECON INDIA LIMITED
26	625A000001327	TRACK ADJUSTING BOLT	EIMCO ELECON INDIA LIMITED
27	625A000001328	LOCK NUT	EIMCO ELECON INDIA LIMITED
28	102?C050000005	TRACK ROLLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
29	623A000003332	LOCKING PLATE	EIMCO ELECON INDIA LIMITED
30	625A050000138	TRACK BOLT	EIMCO ELECON INDIA LIMITED
31	625A050000119	TRACK SHOE NUT	EIMCO ELECON INDIA LIMITED
32	627A000000504	DOWEL PIN	EIMCO ELECON INDIA LIMITED
33	BP78S	UNION, FEMALE	EIMCO ELECON INDIA LIMITED
34	EEAXX00584	SPECIAL ELBOW	EIMCO ELECON INDIA LIMITED
35	611A060000014	STRAIGHT ADAPTOR	EIMCO ELECON INDIA LIMITED
36	STDD017/DD2	COUPLING	EIMCO ELECON INDIA LIMITED
37	SC011/006	BONDED SEAL	EIMCO ELECON INDIA LIMITED
38	SC011/009	BONDED SEAL	EIMCO ELECON INDIA LIMITED
39	SC011/013	BONDED SEAL	EIMCO ELECON INDIA LIMITED
40	SC011/016	BONDED SEAL	EIMCO ELECON INDIA LIMITED
41	SC011/019	BONDED SEAL	EIMCO ELECON INDIA LIMITED
42	SC011/024	BONDED SEAL	EIMCO ELECON INDIA LIMITED
43	SE012/002	ELBOW, 135 DEGREE M/F	EIMCO ELECON INDIA LIMITED
44	SE012/006	ELBOW, 135 DEGREE M/F	EIMCO ELECON INDIA LIMITED
45	SE012/022	ELBOW, 90 DEGREE M/F	EIMCO ELECON INDIA LIMITED
46	SE012/023	ELBOW, 90 DEGREE M/F	EIMCO ELECON INDIA LIMITED
47	SE012/024	ELBOW, 90 DEGREE M/F	EIMCO ELECON INDIA LIMITED
48	SE012/026	ELBOW, 90 DEGREE M/F	EIMCO ELECON INDIA LIMITED
49	SE012/027	ELBOW, 90 DEGREE M/F	EIMCO ELECON INDIA LIMITED
50	SE012/042	ST.SWIVEL ADST.SWIVEL ADAPT	EIMCO ELECON INDIA LIMITED
51	SE012/043	ST SWIVEL ADST SWIVEL ADAPT	EIMCO ELECON INDIA LIMITED
52	SE012/044	ST.SWIVEL ADST SWIVEL ADAPT	EIMCO ELECON INDIA LIMITED
53	SE012/046	ST.SWIVEL ADST.SWIVEL ADAPT	EIMCO ELECON INDIA LIMITED
54	SE012/067	ST SWIVEL ADAPTOR M/F	EIMCO ELECON INDIA LIMITED
55	SE012/066	ST SWIVEL ADAPTOR M/F	EIMCO ELECON INDIA LIMITED
56	SE012/082	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED

LIST OF EE MAKE SPARES OF UDM TO BE PROCURED FROM OEM (M/S EIMCO ELECON INDIA LTD)

SR.NO	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
57	SE012/083	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED
58	SE012/084	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED
59	SE012/085	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED
60	SE012/086	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED
61	SE012/093	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
62	SE012/094	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
63	SE012/096	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
64	SE012/097	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
65	SE012/100	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
66	SE012/102	REDUCER, M/M	EIMCO ELECON INDIA LIMITED
67	SE012/106	STRAIGHT ADAPTOR, M/M	EIMCO ELECON INDIA LIMITED
68	SE012/131	TEE M/M/M	EIMCO ELECON INDIA LIMITED
69	SE012/135	TEE M/M/M	EIMCO ELECON INDIA LIMITED
70	SE012/143	BANJO ADAPTOR ASSY M/M	EIMCO ELECON INDIA LIMITED
71	SE015/062	ST. LONG ADAPTOR M/M	EIMCO ELECON INDIA LIMITED
72	613R0000000185	OIL PRESSURE GAUGE	EIMCO ELECON INDIA LIMITED
73	EEA0009001	SEAL KIT-RELIEF VALVE,(*)MARK	EIMCO ELECON INDIA LIMITED
74	625MI00000071	SEAL KIT (*) MARKED ITEM	EIMCO ELECON INDIA LIMITED
75	EEA0006411	RUBBER ELEMENT	EIMCO ELECON INDIA LIMITED
76	EEA0000031	O RING (*)	EIMCO ELECON INDIA LIMITED
77	SEG106B	O RING	EIMCO ELECON INDIA LIMITED
78	SEG1081	O RING	EIMCO ELECON INDIA LIMITED
79	625B0400001J9	LIMIT SWITCH (C.C.W.)	EIMCO ELECON INDIA LIMITED
80	625C0400000102	THERMOSTAT	EIMCO ELECON INDIA LIMITED
81	625C0400000103	SIDE MOUNTED LEVEL SWITCH	EIMCO ELECON INDIA LIMITED
82	625B0400000106	LIMIT SWITCH (C.W.)	EIMCO ELECON INDIA LIMITED
83	625B0100000109	PRESSURE SWITCH	EIMCO ELECON INDIA LIMITED
84	STDC003/030	SPHERICAL BEARING	EIMCO ELECON INDIA LIMITED
85	625C0000001429	FAN	EIMCO ELECON INDIA LIMITED
86	625A000XX01139	HYDRAULIC HAND PUMP	EIMCO ELECON INDIA LIMITED
87	S2816	O RING	EIMCO ELECON INDIA LIMITED
88	625M100000220	RADIATOR (OIL COOLER)	EIMCO ELECON INDIA LIMITED
89	611A0600001J1	TRACK ADJUSTING BOLT	EIMCO ELECON INDIA LIMITED
90	611B0500000700	SPROCKET	EIMCO ELECON INDIA LIMITED
91	611B0200000641	CAGE (FRONT IDLER BEARING)	EIMCO ELECON INDIA LIMITED
92	611B0200000640	SHAFT (FRONT IDLER)	EIMCO ELECON INDIA LIMITED
93	625A0700000303	TRACK TENSIONING ARRANGEM	EIMCO ELECON INDIA LIMITED
94	611B0600000120	FRONT IDLER GUIDE	EIMCO ELECON INDIA LIMITED
95	611A0600000013	STRAIGHT ADAPTOR	EIMCO ELECON INDIA LIMITED
96	625R0400000287	FLP HEAD LIGHT D/E (COMBINE-HALOGEN & LED),24V, EEEL	EIMCO ELECON INDIA LIMITED
97	EEAD026326	HALOGEN REFLECTOR LAMP 24V	EIMCO ELECON INDIA LIMITED
98	611M100000142	TRACK LINK ASSY.	EIMCO ELECON INDIA LIMITED
99	611A0700000537	FRONT IDLER ASSEMBLY	EIMCO ELECON INDIA LIMITED
100	611A0500000291	TRACK ROLLER ASSY.	EIMCO ELECON INDIA LIMITED
101	625B0600000101	TRACK SHOE(T.G.)	EIMCO ELECON INDIA LIMITED
102	625M100000430	TRACK LINK AND T.G.SHOE ASSY.	EIMCO ELECON INDIA LIMITED
103	611M100000151	TRACK LINK AND T.G.SHOE	EIMCO ELECON INDIA LIMITED
104	611M100000194	TRACK LINK AND FLAT SHOE	EIMCO ELECON INDIA LIMITED
105	611A0700000308	DRILL DRIVE UNIT	EIMCO ELECON INDIA LIMITED
106	611A0700000318	DRILL MOUNTING ASSY	EIMCO ELECON INDIA LIMITED
107	611B0500000187	DRILL EXT. CYLINDER	EIMCO ELECON INDIA LIMITED
108	611B0500000188	BOOM EXT. CYLINDER	EIMCO ELECON INDIA LIMITED
109	611B0500000189	TILT CYLINDER	EIMCO ELECON INDIA LIMITED

LIST OF EE MAKE SPARES OF UDM TO BE PROCURED FROM OEM (M/S EIMCO ELECON INDIA LTD)

SR.NO	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
110	611B050000190	LIFT CYLINDER	EIMCO ELECON INDIA LIMITED
111	611B050000191	SWING CYLINDER	EIMCO ELECON INDIA LIMITED
112	611B050000192	JACK CYLINDER	EIMCO ELECON INDIA LIMITED
113	EEA0018586	SEAL KIT	EIMCO ELECON INDIA LIMITED
114	EEA0021826	SEAL KIT	EIMCO ELECON INDIA LIMITED
115	EEA0021827	SEAL KIT	EIMCO ELECON INDIA LIMITED
116	EEA0021828	SEAL KIT	EIMCO ELECON INDIA LIMITED
117	EEA0021829	SEAL KIT	EIMCO ELECON INDIA LIMITED
118	EEA0021830	SEAL KIT	EIMCO ELECON INDIA LIMITED
119	EEA0021831	SEAL KIT	EIMCO ELECON INDIA LIMITED
120	612B050000005	LIFT CYLINDER	EIMCO ELECON INDIA LIMITED
121	612B050000004	TILT CYLINDER	EIMCO ELECON INDIA LIMITED
122	612B050000006	BOOM EXT. CYLINDER	EIMCO ELECON INDIA LIMITED
123	612B050000003	DRILL EXT. CYLINDER	EIMCO ELECON INDIA LIMITED
124	611B050000268	JACK CYLINDER	EIMCO ELECON INDIA LIMITED
125	EEA0022909	SEAL KIT	EIMCO ELECON INDIA LIMITED
126	EEA0022885	SEAL KIT	EIMCO ELECON INDIA LIMITED
127	EEA0022912	SEAL KIT	EIMCO ELECON INDIA LIMITED
128	EEA0022904	SEAL KIT	EIMCO ELECON INDIA LIMITED
129	EEA0017594	GUIDE	EIMCO ELECON INDIA LIMITED
130	EEA0017592	WEAR PLATE	EIMCO ELECON INDIA LIMITED
131	EEA0022887	SEAL KIT	EIMCO ELECON INDIA LIMITED
132	EEA0017597	SHIM	EIMCO ELECON INDIA LIMITED
133	MDW16SA	SPRING WASHER	EIMCO ELECON INDIA LIMITED
134	611A060000085	DRIVE CHUCK	EIMCO ELECON INDIA LIMITED
135	611A060000086	DRIVE CHUCK	EIMCO ELECON INDIA LIMITED
136	611A060000087	DRIVE CHUCK	EIMCO ELECON INDIA LIMITED
137	611A060000131	DRIVE CHUCK	EIMCO ELECON INDIA LIMITED
138	SEG1055	O RING	EIMCO ELECON INDIA LIMITED
139	SEG1042	O RING	EIMCO ELECON INDIA LIMITED
140	SEG240	OIL SEAL	EIMCO ELECON INDIA LIMITED
141	611C070000505	CONV. KIT	EIMCO ELECON INDIA LIMITED
142	SEG1091	O RING	EIMCO ELECON INDIA LIMITED
143	611A050000123	O RING	EIMCO ELECON INDIA LIMITED
144	611A060000057	DRIVE SHAFT	EIMCO ELECON INDIA LIMITED
145	EEA0021872	PLATE	EIMCO ELECON INDIA LIMITED
146	611A050000114	CHAIN	EIMCO ELECON INDIA LIMITED
147	611A060000034	DRILL SPROCKET	EIMCO ELECON INDIA LIMITED
148	611A070000258	CLAMP ASSY	EIMCO ELECON INDIA LIMITED
149	625A00397/D09	HOSE	EIMCO ELECON INDIA LIMITED
150	611A070000167	DRILL FEED ASSY	EIMCO ELECON INDIA LIMITED
151	611A070000168	DRILL SPROCKET ASSY	EIMCO ELECON INDIA LIMITED
152	STD8025/003	HOSE	EIMCO ELECON INDIA LIMITED
153	STD8025/006	HOSE	EIMCO ELECON INDIA LIMITED
154	STD8025/008	HOSE	EIMCO ELECON INDIA LIMITED
155	STD8025/009	HOSE	EIMCO ELECON INDIA LIMITED
156	623A01515/D09	HOSE	EIMCO ELECON INDIA LIMITED

LIST OF SPARES OF EE MAKE LHD (811) TO BE PROCURED FROM OPM

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
1	2S0C0S0000D11	CABLE REEL VALVE ASSY	HYDRO DYNE INDUSTRIES
2	613A000000332	HYDRAULIC FAN MOTOR	PARKER HANNIFEN INDIA PVT LTD
3	625A00000307C	PRIORITY VALVE	TUCSON HYDROCONTROLS P LTD
4	811A050000143	PILLOW BLOCK BEARING	THE TIMKEN CO. USA
5	811A050000151	HYD.MOTOR (CONVEYOR)	DANFOSS POWER SOLUTIONS INDIA P LTD
6	811A050000159	6 WAY DCV	WALVOIL FLUID POWER(INDIA) PVT LTD
7	811A050000191	ACCUMULATOR (4-LTR)	HYDAC INDIA PVT LTD
8	811A050000192	ACCUMULATOR (1-LTR)	HYDAC INDIA PVT LTD
9	811B050000101	HYDRAULIC PUMP	PARKER HANNIFEN INDIA PVT LTD
10	811B05XXXX134	STEERING VALVE	WALVOIL FLUID POWER(INDIA) PVT LTD
11	811B0XXXX150	BRAKE VALVE	PARDOMM HYDRAULICS PVT. LTD.
12	811B050000165	SERVICE VALVE	WALVOIL FLUID POWER(INDIA) PVT LTD
13	811C050000116	TRANSMISSION (20000 SERIES)	DANA NV BELGIUM
14	811C050000202	FRONT AXLE	DANA ITALIA S.P.A(TORINO)
15	811C050000203	REAR AXLE	DANA ITALIA S.P.A(TORINO)
16	811D050000114	MANIFOLD BLOCK	TUCSON HYDROCONTROLS P LTD
17	811D050000126	FRONT AXLE	DANA ITALIA S.P.A(TORINO)
18	811D050000127	REAR AXLE	DANA ITALIA S.P.A(TORINO)
19	EEA0001160	FILTER ELEMENT	PARKER HANNIFEN INDIA PVT LTD
20	EEA0004511	RELIEF VALVE	HYDRO DYNE INDUSTRIES
21	EEA0004521	RELIEF CARTRIDGE	HYDRO DYNE INDUSTRIES
22	EEA0005720	RETAINING RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
23	EEA0005764	BEARING RETAINING RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
24	EEA0005783	PISTON RETURN SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
25	EEA0005785	BACKING PLATE SNAP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
26	EEA0005786	CLUTCH DISC BACKING PLATE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
27	EEA0005787	CLUTCH INNER DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
28	EEA0005788	CLUTCH OUTER DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
29	EEA0005790	OUTER CLUTCH PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
30	EEA0005791	INNER CLUTCH PISTON SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
31	EEA0005818	PISTON RETURN SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
32	EEA0005827	LOW SPEED GEAR BRG.LOC.RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
33	EEA0005829	CLUTCH INNER DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
34	EEA0005858	OUTPUT SHAFT BRG.CAP GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
35	EEA0005875	PUMP ASSY.-CONV.HSG.GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
36	EEA0005879	FILTER ASSEMBLY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
37	EEA0005889	VALVE SPOOL OIL SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
38	EEA0005908	ACCUMULATOR SPRING INNER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
39	EEA0005980	REVERSE IDLER GEAR BRG.ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
40	EEA0010052	OIL SEAL	PARCOMM HYDRAU. CS PVT LTD
41	EEA0010841	BALL BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
42	EEA0010843	OIL SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
43	EEA0010844	RING, OIL HARNE SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
44	EEA0010855	CONTROL VALVE ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
45	EEA0010859	GASKET, COVER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
46	EEA0010862	GASKET, CONTROL VALVE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
47	EEA0010863	GASKET,MODU VALVE TO CONV.I	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
48	EEA0010864	DISC SPRING ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
49	EEA0010866	SPOOL,INCHING VALVE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
50	EEA0010872	KIT, DRIVE PLATE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
51	EEA0010878	CLUTCH PISTON ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
52	EEA0010879	CLUTCH PISTON ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
53	EEA0010880	PISTON CLUTCH ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
54	EEA0010883	GASKET, CON. HSG.-TRANS. HSG.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
55	EEA0010886	GASKET, TRANS. CASE-REAR COVE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
56	EEA0010887	BALL BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
57	EEA0010906	SEAL, OUTPUT SHAFT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
58	EEA0010915	PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
59	EEA0010918	GASKET, COVER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
60	EEA0010919	GEAR, AUX. PUMP DRIVE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
61	EEA0010920	"O" RING, SPEED SENSOR	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
62	EEA0010922	FORWARD SHAFT ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
63	EEA0010923	TURBINE SHAFT ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
64	EEA0010924	PUMP, CHARGING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
65	EEA0010925	TORQUE CONVERTER ASSY.	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
66	EEA0010952	"O" RING , PLUG	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
67	EEA0010953	O RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
68	EEA0010954	RING, EXTERNAL SNAP	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
69	EEA0010958	"O" RING,INCHING HOUSING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
70	EEA0010959	"O" RING, FLANGE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
71	EEA0011861	FLANGE (SC)	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
72	EEA0013332	BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
73	EEA0015374	STUD	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
74	EEA0015375	STUD	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
75	EEA0015378	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
76	EEA0015384	SNAP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
77	EEA0015389	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
78	EEA0015394	TAPER ROLLER BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
79	EEA0015397	BEVEL GEAR SET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
80	EEA0015403	TAPER ROLLER BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
81	EEA0015404	SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
82	EEA0015406	FLANGE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
83	EEA0015407	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
84	EEA0015411	SHIM	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
85	EEA0015412	TAPER ROLLER BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
86	EEA0015413	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
87	EEA0015417	SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
88	EEA0015421	WHEEL HUB	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
89	EEA0015422	HEXAGON BOLT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
90	EEA0015423	HALF SHAFT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
91	EEA0015428	PLANET GEAR CARRIER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
92	EEA0015433	NEEDEL BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
93	EEA0015434	PLANET GEAR	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
94	EEA0015437	REDUCTION BUSHING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
95	EEA0015438	RING GEAR SUUPORT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
96	EEA0015439	SNAP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
97	EEA0015440	RING GEAR	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
98	EEA0015441	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
99	EEA0015464	BRAKE DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
100	EEA0015465	RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
101	EEA0015470	BRAKE DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
102	EEA0015472	BACK UP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
103	EEA0015473	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
104	EEA0015477	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
105	EEA0015479	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
106	EEA0015480	SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
107	EEA0015492	NUT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
108	EEA0015495	BEVEL GEAR SET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
109	EEA0016967	SHAFT SEAL (*)	DANFOSS POWER SOLUTIONS (INDIA) P. LTD
110	EEA0017479	WORKING ELEMENT	WALVOIL FLUID POWER(INDIA) PVT.LTD.
111	EEA0017448	RELIEF VALVE	WALVOIL FLUID POWER(INDIA) PVT.LTD
112	EEA0018039	TRANSMISSION REPAIR KIT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
113	EEA0018441	PILOTED 4-WAY SPOOL D.C.VALVE	PARCOMM HYDRAULICS PVT. LTD.
114	EEA0021697	O-RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
115	EEA0021705	BEVEL GEAR SET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
116	EEA0021717	HALF SHAFT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
117	EEA0021720	SNAP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
118	EEA0021721	PLANET GEAR	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
119	EEA0021722	BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
120	EEA0021723	PLANET GEAR CARRIER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
121	EEA0021726	RING GEAR SUPPORT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
122	EEA0021729	RING GEAR	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
123	EEA0021735	SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
124	EEA0021737	PISTON	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
125	EEA0021738	BACK UP RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
126	EEA0021741	PISTON	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
127	EEA0021744	INTERMEDIATE BRAKE DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
128	EEA0021745	BRAKE DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
129	EEA0021748	SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
130	EEA0021749	INTERMEDIATE BRAKE DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
131	EEA0021751	O-RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
132	EEA0022384	SEALING RINGS	HYDAC INDIA PVT LTD

LIST OF SPARES OF BY MAKE (MS) TO BE PROCURED FROM OEM

SR NO.	Part Number	DESCRIPTION	SUPPLIER NAME
1	611R050000046	FLOW DIVIDER	PARKER HANNIFIN INDIA PVT LTD
2	912A050000215	PLOW BLOCK BEARING	THE TIMKEN CO USA
3	912A050000229	PILOT OPERATED DCV (4/2 WAY)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
4	912A050000241	PISTON ACCUMULATOR(2 LTR.)	HYDAC INDIA PVT LTD
5	912B050000117	HYD. PUMP(SERVICE & STEER)	PARKER HANNIFIN INDIA PVT LTD
6	912B050000115	STEERING VALVE(REMOTE)	PARKER HANNIFIN INDIA PVT LTD
7	912B050000121	HYDRAULIC MOTOR	PARKER HANNIFIN INDIA PVT LTD
8	912B050000127	SEQUENCE VALVE	PARKER HANNIFIN INDIA PVT LTD
9	912B050000128	BRAKE VALVE	PARCOMM HYDRAULICS PVT LTD
10	912B050000135	STEERING VALVE (MANUAL)	PARKER HANNIFIN INDIA PVT LTD
11	912B050000136	ACTUATOR CYLINDER ASSY	HYDRO DYNE INDUSTRIES
12	912B050000245	ACCUMULATOR CHARGE VALVE	PARCOMM HYDRAULICS PVT LTD.
13	912M100000322	BEARING BLOCK ASSY	FAG BEARINGS INDIA LIMITED
14	912M100000332	TRANSMISSION ASSY. (J2000)	CANA NV BELGIUM
15	EEA0005914	REGULATOR SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
16	EEA0005962	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
17	EEA0006016	REGULATOR VALVE ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
18	EEA0008020	GEAR(25T)	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
19	EEA0008045	SLEEVE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
20	EEA0008063	PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
21	EEA0008065	LUBEN OUTER SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
22	EEA0008091	OUTER SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
23	EEA0008092	INNER SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
24	EEA0008115	CLUTCH INNER DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
25	EEA0008130	PILOT BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
26	EEA0008140	NUT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
27	EEA0008156	BEARING CUP	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
28	EEA0008224	PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
29	EEA0008227	PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
30	EEA0008278	PISTON RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
31	EEA0008283	BEARING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
32	EEA0008317	NUT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
33	EEA0011597	GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
34	EEA0011617	GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
35	EEA0011620	PRESS REGULATOR VALVE ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
36	EEA0011621	GEAR-2ND SET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
37	EEA0011648	GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
38	EEA0011649	CHARGING PUMP ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
39	EEA0011650	GASKET	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
40	EEA0011671	NUT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
41	EEA0011822	WASHER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
42	EEA0012930	INPUT FLANGE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
43	EEA0013004	WASHER	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
44	EEA0013005	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
45	EEA0013143	END PLATE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
46	EEA0013144	INNER DISC	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
47	EEA0013149	END PLATE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
48	EEA0013153	WASHER ASSY	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
49	EEA0013179	"O" RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
50	EEA0013193	BEARING CONE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD

LIST OF SPARES OF EE MAKE LHD (932) TO BE PROCURED FROM OEM

SR.NO.	Part Number	DESCRIPTION	SUPPLIER NAME
51	EEAD013712	CARTRIDGE VALVE	PARCOMM HYDRAULICS PVT LTD
52	EEAD013713	CARTRIDGE VALVE	PARCOMM HYDRAULICS PVT LTD
53	EEAD013715	CARTRIDGE VALVE	PARCOMM HYDRAULICS PVT LTD
54	EEAD013716	FILTER CARTRIDGE	PARCOMM HYDRAULICS PVT LTD
55	EEA0013719	DC VALVE	PARCOMM HYDRAULICS PVT LTD
56	EEA0013722	PR REDUCING VALVE	PARCOMM HYDRAULICS PVT LTD
57	EEA0013727	CARTRIDGE VALVE	PARCOMM HYDRAULICS PVT LTD
58	EEA0013728	SHUTTLE VALVE	PARCOMM HYDRAULICS PVT LTD
59	EEA0013730	CARTRIDGE VALVE	PARCOMM HYDRAULICS PVT LTD
60	EEA0013732	FLANGE	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
61	EEA0013783	SPRING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
62	EEA0014465	OIL SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
63	EEA0014802	DC VALVE	PARCOMM HYDRAULICS PVT LTD
64	EEA0015032	KIT GASKET AND SEALING FOR SPEED S	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
65	EEA0019336	ASSY-FWD & 2ND SHAFT HUB,DRUM &	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD
66	G264	BEARING	FAG BEARINGS INDIA LIMITED
67	9L1805000073	PILOT VALVE	PARKER HANNIFIN INDIA PVT LTD
68	912805000254	PEDAL MODULATING VALVE	PARCOMM HYDRAULICS PVT. LTD
69	9L1805000175	SELECTOR MANIFOLD	PARKER HANNIFIN INDIA PVT LTD
70	EE40015441	PILOT 4/WAY SPOOL D.C VALVE	PARCOMM HYDRAULICS PVT. LTD
71	1505C50000C11	CABLE REEL VALVE	HYDRO DYNE INDUSTRIES
72	HAMDH511	HOIST VALVE	HYDRO DYNE INDUSTRIES
73	EEA0009092	OIL SEAL	PARCOMM HYDRAULICS PVT. LTD.
74	EEA0010959	O RING	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
75	EEA0014466	OIL SEAL	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P LTD
76	EEA0038997	CARTRIDGE	TUCSON HYDROCONTROLS P LTD
77	EEA0017364	KOHN	MINING EQUIP CORPO/EEC
78	EEA0017366	ELECTRONIC MODULE	MINING EQUIP.CORPO/EEC
79	EEA0017368	LIGHT (AVA)	ELECTRICAL EQUIPMENT CORPORATION
80	6718(4)XXC752	CAVA WITH ISP UNIT	ELECTRICAL EQUIPMENT CORPORATION
81	912805000286	SERVICE VALVE ASSY	PARKER HANNIFIN INDIA PVT LTD
82	EEAD014710	D C VALVE WITH SOLENOID	PARKER HANNIFIN INDIA PVT LTD
83	912805000133	REMOTE(Steering & Service) MANIFOL	PARKER HANNIFIN INDIA PVT LTD
84	912005000760	TRANSMISSION & BRAKE MAN FOLD &	PARKER HANNIFIN INDIA PVT LTD
85	912004000155	ELECTRIC MOTOR	CROMPTON GREAVES LTD
86	EEA0014489	TRANSMISSION CONTROL VALVE	DANTAL HYDRAULICS PRIVATE LIMITED /TWIN TORQUE (INDIA)P. LTD
87	EEA0008162	MODULATOR VALVE	DANTAL HYDRAULICS PRIVATE LIMITED /TWIN TORQUE (INDIA)P. LTD
88	EEA0015042	TRANSMISSION KIT	DANTAL HYDRAULICS PVT LTD / TWIN TORQUE (INDIA)P.LTD

LIST OF SPARES OF EE MAKE SDL [625-611] TO BE PROCURED FROM OPM

SR.NO.	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
1	611A050000013	TRACK DRIVE GEAR BOX	BONFIGLIOLI TRANSMISSIONS PVT. LTD.
7	EEA0004959	PLUG	B.R.T.SPA
3	625B050000140	HYD. PUMP	PARKER HANNIFIN INDIA PVT. LTD.
4	611B050000067	HYD.MOTOR ASSY.(LH)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
5	611B050000068	HYD.MOTOR ASSY.(RH)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
6	EFA0009887	P/R VALVE	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
7	B138000002548	HYDRAULIC MOTOR	DANFOSS POWER SOLUTIONS INDIA P. LTD.
8	EEA0019876	CARTRIDGE	WALVOIL FLUID POWER(INDIA) PVT.LTD.
9	615A000000332	HYDRAULIC FAN MOTOR	PARKER HANNIFIN INDIA PVT. LTD.
10	EEA0003772	BALL BEARING	PARKER HANNIFIN INDIA PVT. LTD.
11	G438/G443	BEARING	THE TIMKEN CO. USA
12	611A050000004	PRESSURE REDUCING VALVE	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
13	EEA0008897	RELIEF CARTRIDGE	TUCSON HYDROCONTROLS P LTD.
14	611A050000029	SHUTTLE VALVE	HYDAC INDIA PVT LTD.
15	G747 REPLACE # EEA0016685	BEARING	SKF INDIA LIMITED
16	G754 REPLACE # EEA0016676	BEARING	SKF INDIA LIMITED
17	FFA0009364	SHAFT SEAL RING (*)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
18	EEA0004964	O RING	B.R.T.SPA
19	EEA0004977	O RING	B.R.T.SPA
20	EEA0013654	O RING	B.R.T.SPA
21	EEA0013655	O RING	B.R.T.SPA
22	EEA0013656	O RING	B.R.T.SPA
23	EEA0004975	LIFE TIME GASKET	B.R.T.SPA
24	LLA0013661	O RING	B.R.T.SPA
25	FFA0003784	OIL SEAL	PARKER HANNIFIN INDIA PVT. LTD.
26	627A000023/009	SEAL (*)	PARCOMM HYDRAULICS PVT. LTD.
27	EEA0014025	TRANSFORMER (P.T.)	MINING EQUIP.CORPO/EEC
28	625A040000262	PLUG & SOCKET ASSY.)	CG POWER AND INDUSTRIAL SOLUTIONS LTD.
29	EEA0014031	ISOLATOR SWITCH	MINING EQUIP.CORPO/EEC
30	FFA0017366	ELECTRONIC MODULE	MINING EQUIP.CORPO/EEC
31	EEA0017348	ROTORY SWITCH	MINING EQUIP.CORPO/EEC
32	EEA0017349	RECTIFIER	MINING EQUIP.CORPO/EEC
33	EEA0017364	HORN	MINING EQUIP.CORPO/EEC
34	EEA0006392	ROTARY SWITCH	MINING EQUIP.CORPO/EEC
35	EEA0009075	RELIEF VALVE	PARCOMM HYDRAULICS PVT. LTD.
36	611B050000080	HYD.PUMP(3-STAGE)	PARKER HANNIFIN INDIA PVT. LTD.
37	611B050000107	PILOT VALVE (4 SEC.)	WALVOIL FLUID POWER(INDIA) PVT.LTD.
38	611B050000119	PILOT VALVE (2-SEC.)	WALVOIL FLUID POWER(INDIA) PVT.LTD.
39	912B050000127	SEQUENCE VALVE	PARKER HANNIFIN INDIA PVT. LTD.
40	912M100000322	BEARING BLOCK ASSY.	FAG BEARINGS INDIA LIMITED
41	G281	BEARING	FAG BEARINGS INDIA LIMITED
42	EEA0005644	DUST SEAL RING (*)	DANFOSS POWER SOLUTIONS INDIA P. LTD.
43	EEA0005640	SHAFT SEAL (*)	DANFOSS POWER SOLUTIONS INDIA P. LTD.
44	EEA0009359	ROTARY GROUP	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
45	EEA0005647	O RING (*)	DANFOSS POWER SOLUTIONS INDIA P. LTD.
46	627A000023/005	O RING (*)	PARCOMM HYDRAULICS PVT. LTD.
47	611A050000283	TRACK ROLLER BEARING	SKF INDIA LIMITED
48	611B050000091	HYD.PUMP(P365 FOR 611 CR)	PARKER HANNIFIN INDIA PVT. LTD.
49	611B050000077	HYD. PUMP	PARKER HANNIFIN INDIA PVT. LTD.
50	611B050000076	HYD. MOTOR (M25X)	PARKER HANNIFIN INDIA PVT. LTD.
51	611B050000084	HYD. MOTOR	PARKER HANNIFIN INDIA PVT. LTD.
52	EEA0021923	LIFETIME SEAL	BONFIGLIOLI TRANSMISSIONS PVT. LTD.
53	625B070000189	TRACTION VALVE ASSY.	WALVOIL FLUID POWER(INDIA) PVT.LTD.
54	625B070000185	SERVICE VALVE ASSY.	WALVOIL FLUID POWER(INDIA) PVT.LTD.
55	625B050000157	HYDRAULIC PUMP	PARKER HANNIFIN INDIA PVT. LTD.
56	625B050000156	TRACTION MOTOR	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
57	611A050000158	3 WAY DCV	WALVOIL FLUID POWER(INDIA) PVT.LTD.
58	625B040000252	AVA WITH ISP UNIT(EEC)	ELECTRICAL EQUIPMENT CORPORATION
59	250C050000031	CABLE REEL VALVE ASSY.	HYDRO DYNE INDUSTRIES
60	611B050000195	TRACK DRIVE GEAR BOX	BONFIGLIOLI TRANSMISSIONS PVT. LTD.
61	611B050000301	TRACTION MOTOR	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
62	525B050000064	RELIEF VALVE ASSY.	TUCSON HYDROCONTROLS P LTD.
63	500A050006127	SHAFT SEAL RING (*)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.

LIST OF EE MAKE SPARES OF UOM TO BE PROCURED FROM OPM (M/S BIMCO ELECON (INDIA LTD)

SR.NO	PART NO.	ITEM DESCRIPTION	SUPPLIER NAME
1	EEA0004959	PLUG	B.R.T.SPA
2	EEA0013661	O RING	B.R.T.SPA
3	EEA0021923	OIL SEAL	BONFIGLIOLI TRANSMISSIONS PVT. LTD
4	611B050000195	TRACK DRIVE GEAR BOX	BONFIGLIOLI TRANSMISSIONS PVT. LTD.
5	611B050000067	HYD.MOTOR ASSY.(LH)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
6	611B050000068	HYD MOTOR ASSY.(RH)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
7	EEA0009382	P/R VALVE	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
8	611A050000004	PRESSURE REDUCING VALVE	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
9	EEA0009704	SHAFT SEAL RING (*)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
10	611B050000301	TRACTION MOTOR	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
11	506A050006127	SHAFT SEAL RING (*)	BOSCH REXROTH (INDIA) PRIVATE LIMITED.
12	625A040000262	PLUG & SOCKET ASSY.)	CG POWER AND INDUSTRIAL SOLUTIONS LTD
13	EEA0016965	DUST SEAL RING	DANFOSS POWER SOLUTIONS INDIA P. LTD.
14	EEA0016967	OIL SEAL	DANFOSS POWER SOLUTIONS INDIA P. LTD
15	EEA0018907	SEAL KIT	DANFOSS POWER SOLUTIONS INDIA P. LTD.
16	EEA0019088	SEAL KIT	DANFOSS POWER SOLUTIONS INDIA P. LTD.
17	EEA0020843	SPLIN SHAFT	DANFOSS POWER SOLUTIONS INDIA P. LTD.
18	611A050000122	HYD MOTOR	DANFOSS POWER SOLUTIONS INDIA P. LTD.
19	611A050000116	HYD MOTOR	DANFOSS POWER SOLUTIONS INDIA P. LTD.
20	625B040000252	AVA WITH ISP UNIT(EEC)	ELECTRICAL EQUIPMENT CORPORATION
21	611A070000606/ 611A070000607	KIT, ROTARY ACTUATOR	HKS
22	611A050000024	SHUTTLE VALVE	HYDAC INDIA PVT LTD
23	25DC050000011	CABLE REEL VALVE ASSY.	HYDRODYNE INDUSTRIES
24	EEA0014025	TRANSFORMER (P.T.)	MINING EQUP.CORPO/EEC
25	EEA0014031	ISOLATOR SWITCH	MINING EQUP.CORPO/EEC
26	EEA0017366	ELECTRONIC MODULE	MINING EQUP.CORPO/EEC
27	EEA0017348	ROTORY SWITCH	MINING EQUP.CORPO/EEC
28	EEA0017349	RECTIFIER	MINING EQUP.CORPO/EEC
29	EEA0017364	HORN	MINING EQUP.CORPO/EEC
30	611B050000077	HYD PUMP	PARKER HANNIFIN INDIA PVT LTD
31	912B050000127	SEQUENCE VALVE	PARKER HANNIFIN INDIA PVT LTD
32	611B050000076	HYD. MOTOR (M25X)	PARKER HANNIFIN INDIA PVT LTD
33	611B050000084	HYD. MOTOR	PARKER HANNIFIN INDIA PVT LTD
34	EEA0018588	BEARING KIT	PARKER HANNIFIN INDIA PVT LTD
35	EEA0022024	PIPING KIT	PARKER HANNIFIN INDIA PVT LTD
36	611B050000082	DOUBLE SELETOR VALVE	PARKER HANNIFIN INDIA PVT LTD
37	611A050000283	TRACK IDLER BEARING	SKF INDIA LIMITED
38	G438/G443	BEARING	THE TIMKEN CO. USA
39	SEG170	BEARING	TIMKEN INDIA LTD
40	EEA0008997	RELIEF CARTRIDGE	TUCSON HYDROCONTROLS P LTD
41	625B050000064	RELIEF VALVE ASSY.	TUCSON HYDROCONTROLS P LTD
42	EEA0019414	SEAL KIT	TUCSON HYDROCONTROLS P LTD
43	EEA0019413	RELIEF CARTRIDGE	TUCSON HYDROCONTROLS P LTD
44	77D05032	BOOM CONTROL VALVE	WALVOIL FLUID POWER (I) LTD
45	77D07148	TRACTION CONTROL VALVE	WALVOIL FLUID POWER (I) LTD
46	EEA0019876	CARTRIDGE	WALVOIL FLUID POWER(INDIA) PVT.LTD.
47	611B050000119	PILOT VALVE (2-SEC.)	WALVOIL FLUID POWER(INDIA) PVT.LTD.
48	611A050000158	3 WAY DCV	WALVOIL FLUID POWER(INDIA) PVT.LTD.

LIST OF SPARES OF BEML MAKE SDL (BL10C) TO BE PROCURED FROM OEM

SN.	PART No	ALT. PART	DESCRIPTION
1	0701200050	0701200050	SEAL DUST
2	0714500110	0714500110	DUST SEAL
3	2098267210	2098267210	TEE
4	136PH11904	136PH11904	ADAPTOR
5	136PH22037	136PH22037	SEALING WASHER
6	155EC11615	2050371330	COLLAR
7	155EC01637	2050371470	CUSHION
8	155HSC2041	155HS02041	FILLER NECK
9	155HSC2058	155HS02058	CAP ASSY
10	155HSC2066	155HS02066	STRAINER
11	155HSC2074	155HS02074	FILTER ASSY
12	155HSC2114	155HS02114	VALVE ASSY
13	155HS11949	155HS11949	SPRING
14	155HS11957	12R6011390	SPRING
15	155HS71608	155HS71608	GASKET
16	156PH11883	156PH11883	ADAPTOR
17	360PP91062	360PP91062	TEMP GAUGE
18	360HC02098	360HC02098	SEAL KIT
19	451HC0001B	451HC0001B	SEAL KIT, STEERING CYL ASSY
20	451HC01047	451HC01047	STEERING CYL. ASSY
21	452HC00057	452HC00057	SEAL KIT
22	762CHC2057	762CH02057	CHASSIS
23	762CH12011	762CH12011	LOCK PLATE-1
24	762CH12028	762CH12028	LOCK PLATE-2
25	762CH12036	762CH12036	LOCK PLATE-3
26	762CH12044	762CH12044	LOCK PLATE-4
27	762DA11014	762DA11014	KEYWAY BUSH 250M MOTOR
28	762DA11022	762DA11022	SPLINE BUSH
29	762DA11047	762DA11047	KEYWAY BUSH 225M MOTOR
30	762DA71036	762DA71036	COUPLER
31	762EG02033	762EG02033	LIGHTING TRANSFORMER
32	762EG02041	762EG02041	FLP HEAD LIGHT ASSY
33	762EG02058	762EG02058	FLP HEAD LIGHT ASSY
34	762EG02066	762EG02066	PUSH BUTTON S/W
35	762EGC2074	762EG02074	FOOT PEDAL S/W
36	762EGC2106	762EG02106	FLP T/S POWER UNIT
37	762EGC2114	762EG02114	FLP AUDIO VISUAL ALARM
38	762EGC2122	762EG02122	FLP LIMIT SWITCH
39	762FGC2171	762EG02171	FLP SELECTOR SWITCH
40	762EGC2211	762EG02211	ELEC KIT(DUMP VALVE)
41	762EGC2229	762EG02229	FLP LEVEL SWITCH
42	762EGC2236	762EG02236	FLP TEMP SWITCH
43	762EG02269	762EG02269	LEVER ASSY
44	762EG02277	762EG02277	LEVER ASSY
45	762EG02285	762EG02285	MOUNTING PL ASSY.
46	762EG03164	762EG03164	FLP LIMIT SWITCH (DUMP VALVE)
47	762EG11767	762EG11767	ADAPTER PLATE
48	762EG15001	762EG15001	HANDLE
49	762EG15018	762EG15018	ELBOW
50	762EG21222	762EG21222	CABLE GLAND,1" ET
51	762EG21255	762EG21256	CABLE GLAND, 1.75INCH,DC
52	762EG81797	762EG81797	GASKET
53	762EG81163	762EG81163	ROTARY SWITCH
54	762EG81171	762EG81171	TRANSFORMER (24V/12V)
55	762FD02002	762FD02002	FINAL DRIVE ASSY.
56	762FD11067	762FD11067	SUN GEAR
57	762FD11075	762FD11075	SUN GEAR
58	762FD11083	762FD11083	SUN GEAR
59	762FD61117	762FD61117	LIFETIME GASKET
60	762HC01007	762HC01007	LIFT CYLINDER ASSY
61	762HC01015	762HC01015	DUMP CYLINDER ASSY
62	762HC02052	762HC02052	SEAL KIT
63	762HSC2014	762HSC2014	CONTROL VALVE WORK ATTACHMENT
64	762HSC2022	762HSC2022	CONTROL VALVE (TRAVEL)
65	762HSC2090	762HSC2090	TRAVEL MOTOR
66	762HSC2129	762HS02129	HANDLE ASSY. (10")
67	762HSC2233	762HSC2233	HYDRAULIC PUMP
68	762HSC2266	762HSC2266	LOAD CONTROL VALVE
69	762HSC2274	762HSC2274	IMPLEMENT RELIEF VALVE
70	762HSC2290	762HSC2290	SUCTION STRAINER
71	762HSC2309	762HSC2309	LOAD CONTROL VALVE
72	762HSC2347	762HSC2347	PRESSURE GAUGE SET
73	762HSU2363	762HSU2363	DUMP VALVE-200 LPM

LIST OF SPARES OF BEML MAKE SDL (BL20C) TO BE PROCURED FROM OEM

SN.	PART No.	ALT. PART	DESCRIPTION
74	762HS02403	762HS02403	FLOW DIVIDER
75	762HS02429	762HS02429	PR. LINE FLT (PUMP 1 &2)
76	762HS02436	762HS02436	PR LINE FILT (PUMP 3)
77	762HS02533	762HS02533	HYD. GEAR MOTOR
78	762HS02541	762HS02541	HYD. MOTOR
79	762HS02614	762HS02614	SPEED CHANGE VALVE
80	762HS02639	762HS02639	BRACKET(BUCKET JB)
81	762HS03262	762HS03262	QUICK COUPLER
82	762HS03279	762HS03279	HYD OIL LEVEL & TEMP. GUAGE
83	762HS03327	762HS03327	FILTER ELEMENT (PUMP 1&2)
84	762HS03335	762HS03335	FILTER ELEMENT (PUMP 3)
85	762HS11208	762HS11208	MINMISE COUPLING
86	762HS11216	762HS11216	MINIMISE GAUGE ADAPTER
87	762HS14651	762HS14651	HANDLE(TRAVEL CV)
88	762HS15729	762HS15729	CARTRIDGE
89	762HS61202	762HS61202	GASKET
90	762HS61583	762HS61583	LCV SEAL KIT
91	762HS62965	762HS62965	SHAFT SEAL RING
92	762HS91212	762HS91212	TEST HOSE
93	762HS91229	762HS91229	PRESSURE GAUGE
94	762HSB0053	762HSB0053	FINAL DRIVE SEAL KIT
95	762HSB0061	762HSB0061	TRAVEL MOTOR SEAL KIT
96	762HSB0078	762HSB0078	HYD PUMP SEAL KIT
97	762HSB0118	762HSB0118	FLOW DIVIDER SEAL KIT
98	762HSB0175	762HSB0175	DUMP VALVE SEAL KIT
99	762HSB0272	762HSB0272	BKT MOTOR SEAL KIT
100	762HSB0288	762HSB0288	SEAL KIT GEAR MOTOR
101	762HSB0304	762HSB0304	PR. FILTER SEAL KIT
102	762HSB0312	762HSB0312	PR.LINE FILTER SEAL KIT.
103	762HSB0329	762HSB0329	SEAL KIT (WORK ATTACHMENT)
104	762HSB0337	762HSB0337	CV(TRAVEL) SEAL KIT
105	762MD02007	762MD02007	PIN ASSY
106	762MD02023	762MD02023	PIN ASSY
107	762MD02031	762MD02031	PIN
108	762MD02048	762MD02048	PIN
109	762MD02056	762MD02056	PIN ASSY
110	762MD02064	762MD02064	PIN
111	762MD02072	762MD02072	PIN
112	762MD02089	762MD02089	PIN ASSY
113	762MD02097	762MD02097	PIN STOPPER
114	762MD11088	762MD11088	BUSH
115	762MD11096	762MD11096	BUSH
116	762MD11103	762MD11103	BUSH
117	762MD11111	762MD11111	BUSH
118	762MD11136	762MD11136	LOCK PLATE
119	762MD11177	762MD11177	SHIM (t = 1.0)
120	762MD11185	762MD11185	SHIM (t = 0.5 mm)
121	762MD11193	762MD11193	SHIM (t = 0.5 mm)
122	762MD11209	762MD11209	SHIM (t = 1 mm)
123	762MD11217	762MD11217	SHIM (t=0.5 mm)
124	762MD11225	762MD11225	SHIM (t=1 mm)
125	762MD11233	762MD11233	PIN
126	762MD11266	762MD11266	PIN
127	762MD11274	762MD11274	SPACER
128	762OC02024	762OC02024	OIL COOLER
129	762OC03004	762OC03004	OIL COOLER
130	762OC03012	762OC03012	BLOWER FAN
131	762OC11234	762OC11234	SLEEVE
132	762OS02002	762OS02002	OPERATOR SEAT ASSY
133	762PH02015	762PH02015	PIPE ASSY
134	762PH02021	762PH02021	PIPE ASSY
135	762PH02056	762PH02056	PIPE ASSY
136	762PH02064	762PH02064	PIPE ASSY
137	762PH02067	762PH02067	SLEEVE ASSY
138	762PH02112	762PH02112	PIPE ASSY
139	762PH02161	762PH02161	PIPE ASSY
140	762PH02178	762PH02178	PIPE ASSY
141	762PH02185	762PH02185	PIPE ASSY
142	762PH02194	762PH02194	BLOCK ASSY.
143	762PH02201	762PH02201	PIPE ASSY
144	762PH02267	762PH02267	CHECK VALVE
145	762PH02372	762PH02372	JUNCTION BLOCK ASSY
146	762PH02389	762PH02389	PIPE ASSY

LIST OF SPARES OF BEML MAKE SDA (BL10C) TO BE PROCURED FROM OEM

SN.	PART No.	ALT. PART	DESCRIPTION
147	762PH02387	762PH02387	BLOCK ASSY
148	762PH03571	762PH03571	PIPE ASSY
149	762PH03598	762PH03598	PIPE ASSY
150	762PH03596	762PH03596	PIPE ASSY.(RETRUNLINE FILTER IN)
151	762PH03838	762PH03838	TEE
152	762PH03852	762PH03852	TEE
153	762PH03758	762PH03758	PIPE ASSY
154	762PH03768	762PH03768	PIPE ASSY
155	762PH03774	762PH03774	PIPE ASSY
156	762PH03782	762PH03782	PIPE ASSY
157	762PH03799	762PH03799	PIPE ASSY
158	762PH03808	762PH03808	PIPE ASSY
159	762PH03847	762PH03847	PIPE ASSY
160	762PH03855	762PH03855	PIPE ASSY.
161	762PH03871	762PH03871	PIPE ASSY
162	762PH03888	762PH03888	TEE
163	762PH03962	762PH03962	PIPE ASSY
164	762PH03969	762PH03969	PIPE ASSY.
165	762PH03985	762PH03985	PIPE ASSY
166	762PH11022	762PH11022	ADAPTOR
167	762PH11136	762PH11136	JUNCTION BLOCK
168	762PH11152	762PH11152	JUNCTION BLOCK
169	762PH11169	762PH11169	JUNCTION BLOCK
170	762PH11539	762PH11539	CONNECTOR
171	762PH12198	762PH12198	BLOCK
172	762PH12205	762PH12205	BLOCK
173	762PH12254	762PH12254	ADAPTOR
174	762PH12287	762PH12287	ADAPTOR
175	762PH12295	762PH12295	ADAPTOR
176	762PH12327	762PH12327	JUNCTION BLOCK
177	762PH12921	762PH12921	CUT HOSE
178	762PH12938	762PH12938	CUT HOSE ASSY
179	762PH12946	762PH12946	BOLT
180	762PH12979	762PH12979	CLAMP
181	762PH12986	762PH12985	CLAMP
182	762PH12927	762PH12927	ADAPTOR
183	762SB02134	762SB02134	SPROCKET ASSY
184	762SB02142	762SB02142	COVER PLATE ASSY
185	762SB02175	762SB02175	CHAIN ASSY (BUCKET CONVEYOR)
186	762SB02207	762SB02207	SPROCKET ASSY (NON DRIVE END)
187	762SB03009	762SB03009	CHAIN LINK ASSY
188	762SB03122	762SB03122	GUIDE ROD ASSY
189	762SB11709	762SB11709	PIN
190	762SB11969	762SB11969	COVER PLATE
191	762SB12002	762SB12002	SLEEVE
192	762SB12255	762SB12255	SPLINE SHAFT (NON DRIVE SIDE)
193	762SB12268	762SB12268	SPLINE SHAFT (DRIVE END)
194	762SB12276	762SB12276	BOLT
195	762SB31457	762SB31457	SPROCKET
196	762SB31465	762SB31465	SPROCKET
197	762SB51018	762SB51018	SHACKLE CONNECTOR
198	762SB51034	762SB51034	SCRAPER BAR
199	762SB91008	762SB91008	BUSH
200	762SB91016	762SB91016	BUSH
201	762SB91024	762SB91024	BUSH
202	762TF03021	762TF03021	TRACK DRIVE ASSY
203	762TF03038	762TF03038	TRACK CHAIN ASSY (TRIPLE GROUSER)
204	762TF03046	762TF03046	SPROCKET
205	762TF03054	762TF03054	TRACK CHAIN ASSY.(SINGLE GROUSER)
206	762TF03087	762TF03087	TRACK FRAME LH
207	762TF03095	762TF03095	TRACK FRAME RH
208	762TF03143	762TF03143	HYDRALLIC CYLINDER ASSY
209	762TF03151	762TF03151	SPRING GROUP
210	762TF03216	762TF03216	TRACK CHAIN ASSY(WITH FLAT PAD)
211	762TF04094	762TF04094	TRACK CHAIN
212	762TF11187	762TF11187	SHOE, TRIPPLE GROUSER
213	762TF11243	762TF11243	SHOE, SINGLE GROUSER
214	762TF11519	762TF13385	NUT SHOE
215	762TF11527	762TF13377	BOLT SHOE
216	762TF31064	762TF31064	FLAT PAD
217	762TFB0015	762TFB0015	IDLER ASSY WITH FORK
218	762TK02022	762TK02022	SUPPORT ASSY.
219	771H502039	771H502036	PR. RED. VALVE

LIST OF SPARES OF BEML MAKE SDL (8L10C) TO BE PROCURED FROM OEM

SN.	PART No.	ALT. PART	DESCRIPTION
220	771HS09001	771HS09001	FILTER HOUSING
221	781HS02473	781HS02473	PR REDUCING VALVE
222	781PH12129	781PH12129	ADAPTOR
223	782PH13067	782PH13067	ADAPTOR
224	782PH13294	782PH13294	ADAPTOR
225	782PH23778	782PH23778	SEALING WASHER
226	782PH23784	782PH23784	SEALING WASHER
227	782PH23787	782PH23787	SEALING WASHER
228	782PH23818	782PH23818	SEALING WASHER
229	782PH23848	782PH23848	SEALING WASHER
230	782TF02029	782TF02029	IDLER ASSY
231	782TF02036	782TF02036	TRACK ROLLER ASSY
232	782TF02044	782TF02044	CARRIER ROLLER
233	782TF02077	782TF02077	VALVE MOUNTING
234	782TF02093	782TF02093	VALVE MOUNTING
235	782TF03202	782TF03202	PISTON
236	782TF03219	782TF03219	CYLINDER
237	782TF14049	782TF14049	BOLT
238	782TF14057	782TF14057	LOCK WASHER
239	782TF14065	782TF14065	RING WEAR
240	782TF64075	782TF64075	PACKING
241	783PH13502	783PH13502	ADAPTOR
242	790PH11769	790PH11769	ADAPTOR
243	790PH12253	790PH12253	ADAPTOR
244	790PH12301	790PH12301	ADAPTER
245	790PH12697	790PH12697	ADAPTOR
246	CCCU1045L3	2070911110	CLAMP
247	CCC0532135	CCC0532135	CLAMP, PVC
248	CCC1000530	B03400535	BAND
249	CFB011 0650	CFB011 0650	BOLT HEX HD M8X30- 1.25C P- GR 8.8
250	CFB011 1025	CFB011 1025	BOLT HEX HD M10X25- 1.5C P- GR 8.8
251	CFB0120630	CFB0120630	BOLT HEX HD M8X30- 1.25C P- GR 10.9
252	CFB0120660	CFB0120660	HEX BOLT
253	CFB0121090	CFB0121090	SCREW HEX HD M10X30 -1.5C P-GR- 10.9
254	CFB0121050	CFB012 1050	BOLT HEX- M10X50 L
255	CFB0121060	CFB012 1060	BOLT HEX HD M10X60- 1.5C P- GR 10.9
256	CFB0121080	CFB012 1080	BOLT,HEX (M10X1.5X80MM) COARSE PITCH
257	CFB0121240	CFB012 1240	SCREW HEX HD M12X40 1.75C.P GR 10.9
258	CFB0121245	CFB012 1245	HEX BOLT
259	CFB0121250	CFB012 1250	BOLT HEX HD M12X50- 1.75C P- GR 10.9
260	CFB0121255	CFB012 1255	SCREW HEX HD M12X55 -1.75C.P
261	CFB0121270	1010S1270	BOLT HEX HD M12X70- 1.75C P- GR 10.9
262	CPW1312025	CPW1312025	TAPPED PAD
263	CPW3616110	CPW3616110	TAPPED PAD
264	CSB0201040	CSB020 1040	BUSHING
265	CSD0206530	CSD0206530	BUSHING
266	CSD0 00065	CSD0 00065	SEAL DUST
267	CSDU 00085	0714500085	DUST SEAL
268	CSD0 0011 0	0714500110	DUST SEAL
269	CVLU 20030	0795920030	VALVE LUBRICATOR

LIST OF SPARES OF BEML MAKE SOIL (BL-DC) TO BE PROCURED FROM OPM

SN.	PART No.	ALT. PART	DESCRIPTION
1	07000120S5	CHS0112055	O RING
2	07000120?0	CHS0112070	O RING
3	07000121?5	0700012?45	O RING
4	07000151?0	CHS0115180	O RING
5	07002?9524	07002?9534	O RING
6	1368R61288	136R?61288	O RING
7	155EC11827	2?5?37?340	PLATE
8	155?F11732	155TF11732	PLATE
9	156PH11?915	156P?11915	PLUG
10	762HS61453	762HS6t453	O RING
11	762DC11226	762DC?1226	PLATE
12	762PH11485	762P?=11485	PLATE
13	762PH12043	762P?-12043	PLUG
14	762PH12051	762P?-12051	PLUG
15	762PH12368	762P?-12368	PLUG
16	762PH62937	762P?-62937	ORING
17	762PH91002	762P?-91002	HOSE ASSY
18	762PH91018	762P?-91018	HOSE ASSY
19	762PH91027	762P?-91027	HOSE ASSY
20	762PH91035	762P?-91035	HOSE ASSY
21	762PH91043	762P?-91043	HOSE ASSY
22	762PH91051	762P?-91051	HOSE ASSY
23	762PH91088	762P?-91088	HOSE ASSY
24	762PH91079	762P?-91079	HOSE ASSY
25	762PH91084	762P?-91084	HOSE ASSY.
26	762PH91092	762P?-91092	HOSE ASSY
27	762PH91108	762P?-91108	HOSE ASSY
28	762PH91119	762P?-91119	HOSE ASSY
29	762PH91124	762P?-91124	HOSE ASSY
30	762PH91132	762P?-91132	HOSE ASSY
31	762PH91149	762P?-91149	HOSE ASSY
32	762PH91157	762P?-91157	HOSE ASSY
33	762PH91165	762P?-91165	HOSE ASSY
34	762PH91173	762P?-91173	HOSE ASSY
35	762PH91181	762P?-91181	HOSE ASSY
36	762PH91198	762P?-91198	HOSE ASSY
37	762PH91205	762P?-91205	HOSE ASSY
38	762PH91213	762P?-91213	HOSE ASSY
39	762PH91221	762P?-91221	HOSE ASSY
40	762PH91239	762P?-91239	HOSE ASSY
41	762PH91246	762P?-91246	HOSE ASSY
42	762PH91254	762P?-91254	HOSE ASSY
43	762PH91262	762P?-91262	HOSE ASSY
44	762PH91279	762P?-91279	HOSE ASSY.
45	762PH91287	762P?-91287	HOSE ASSY.
46	762PH91302	762P?-91302	HOSE ASSY.
47	762PH91319	762P?-91319	HOSE ASSY.
48	762PH91327	762P?-91327	HOSE ASSY.
49	762PH91335	762P?-91335	HOSE ASSY.
50	762PH91343	762P?-91343	HOSE ASSY.
51	762PH91351	762P?-91351	HOSE ASSY
52	762PH91368	762P?-91368	HOSE ASSY.
53	762PH91376	762P?-91376	HOSE ASSY.
54	762PH91384	762P?-91384	HOSE ASSY.
55	762PH91392	762P?-91392	HOSE ASSY.
56	762PH91408	762P?-91408	HOSE ASSY.
57	762PH91416	762P?-91416	HOSE ASSY.
58	762PH91424	762P?-91424	HOSE ASSY.
59	762PH91432	762P?-91432	HOSE ASSY.
60	762PH91449	762P?-91449	HOSE ASSY.
61	762PH91457	762P?-91457	HOSE ASSY.
62	762PH91473	762P?-91473	HOSE ASSY.
63	762PH91481	762P?-91481	HOSE ASSY.
64	762PH91498	762P?-91498	HOSE ASSY.
65	762PH91505	762P?-91505	HOSE CUT
66	762PH91564	762P?-91564	HOSE ASSY
67	762PH91562	762P?-91562	HOSE ASSY
68	762BH11243	762BH11240	PLATE
69	762TF63436	762TF63435	O RING
70	CCCD107020	CCCD?07020	HOSE CLIP- WORM DRIVE ID 65MM TO 70MM
71	CCCD108020	CCCD?08020	HOSE CLIP- WORM DRIVE ID 80MM TO 90MM
72	CFWD3208?6	CFWD320016	PLAIN WASHER,SMALL
73	CFWD508023	CFWD508023	PLAIN WASHER,M8X2.3 45CS OF IS5517
74	CFWD510032	CFWD5?0032	PLAIN WASHER
75	CFWD516045	CFWD5?6045	PLAIN WASHER
76	CH-43002611	CHN3002611	HOSE
77	CH-43004111	CHN3004111	HOSE

LIST OF SPARES OF BEML MAKE SDL (DL10C) TO BE PROCURED FROM OEM

78	CHS0112055	CHS0112055	O RING
79	CHS0112070	CHS0112070	O RING
80	CHS0112075	CHS0112075	O RING
81	CHS0112115	CHS0112115	O RING
82	CHS0112145	0700012145	O RING
83	CHS0113022	CHS0113022	O RING
84	CHS0113028	CHS0113028	O RING NITRILE RUBBER(NBR1B), DIA 28x2.5
85	CHS0113030	CHS0113030	O RING
86	CHS0113032	CHS0113032	O RING
87	CHS0113035	CHS0113035	O RING
88	CHS0113045	CHS0113045	O-Ring5 3*42.5
89	CHS0113050	CHS0113050	O RING
90	CHS0115075	CHS0115075	O RING
91	CHS0115160	CHS0115160	O RING
92	CHS0311429	0700211429	O RING
93	CHS0312084	CHS0312084	O RING
94	CHS0312434	CHS0312434	ORING
95	CHS0313084	CHS0313084	O RING
96	CHS0313634	07302-13634	O RING
97	CPL0110610	07342-C108	PLUG
98	CPL0111113	CPL0111113	PLUG
99	CPL0210610	CPL0210610	PLUG (1/8" PT)
100	CPL0612012	7045-12012	PLUG,DRAIN
101	CPL0612412	CPL0612412	PLUG
102	CPL0713016	CPL0713016	PLUG M30
103	CPL0713618	CPL0713618	PLUG DRAIN

LIST OF SPARES OF SIMPLEX MAKE LHD TO BE PROCURED FROM OEM

SL NO	DESCRIPTION	PART NO
1	FRONT FRAME	142-010-10100
2	FRONT FRAME	274-010-10100
3	FRONT FRAME	308LP-010-10100
4	PIN (FOR STEERING CYLINDER)	142-010-10500
5	SHIM PACK	142 010 11400
6	BOOM	142-020-20100
7	BOOM	274-020 20100
8	BOOM	308LP-020-20100
9	PIN (FOR BOOM FRONT FRME)	142-020-20200
10	PIN	142 020 20300
11	PIN (FOR LEVER)	308LP-020-20400
12	PIN	142 020 20500
13	PIN (FOR LEVER ROLL BACK CYLINDER)	142-020-20600
14	PIN (FOR FRONT FRAME ROLL BACK CYLINDER)	142-020-20700
15	SPACER	142-020-22200
16	SPACER	142 020 22300
17	SPACER	142-020-21240
18	ARM ASSLY.	142-020-20100
19	ARM	142-020-20801
20	BUKET	308LP-020-30100
21	PUSH PLATE ASSEMBLY	142-030-30200
22	PIN (FOR BOOM BUCKET)	142-030-30300
23	PIN FOR (PUSH PLATE CYLINDER)	142-030-30400
24	PIN (FOR BUCKET ARM)	142-030-30500
25	LONG PIN	142-030-30700
26	SPACER (PUSH PLATE CYLINDER)	142-030-31100
27	PUSH PLATE UPPER	142-030-30201
28	PUSH PLATE LOWER	308LP-030-30202
29	LONG PIN	142-030-30203
30	REAR FRAME	142 040 50100
31	REAR FRAME	308SC 050 50100
32	BOLSTER	142-050-50200
33	ARTICULATION PIN	308LC-050-50600
34	ARTICULATION PIN	142-050-50600
35	STEERING PIN	142-050-50800
36	BOLSTER CAP	142-050-51100
37	IDLER WHEEL	142-050-50306
38	CHAIN TENSION YOKE	142-050-50306
39	SLIDE PIN	142-050-50307
40	IDLER BUSH	142-050-50313
41	PLUMMER BLOCK MOUNTING BRACKET	142-060-60900

LIST OF SPARES OF SIMPLEX MAKE UDM TO BE PROCURED FROM OEM

SL NO	DESCRIPTION	PART NO
1	HULL	5901 01 01
2	BOOM	5901-201-000
3	TILTING BRACKET	5174-102-200
4	EXTENSION BOOM	5901-103-000
5	PIN	264-104-000
6	PIN	5901-106-000
7	PIN	264 107 000
8	PIN	264-109-000
9	PIN	264-113-000
10	PIN	264-118-000
11	PIN	5174-000-001
12	PIN	264 001 000
13	PIN	5901-119-000
14	BOOM HOLDER	288-201-000
15	BLISH	264-203-000
16	DRILL CARRIAGE FRAME	5174-200C-000
17	PIN	264-004-000
18	PIN	264 210 000
19	FORK	5174-212-000
20	BRACKET ASSEMBLY	264-205-000
21	BRACKET	264-205-001
22	DRIVE AXLE	264-206-001
23	BRACKET	264-207-001
24	BEARING COVER	264-207-002
25	COUPLING SHANK	264-207-003
26	ADAPTER	264-207-004
27	FORK	264-207-005
28	SLIDING ASSLY	264-207-006
29	PIN	138-SKBD-000
30	PLATE	264-207-0062
31	DRIVE AXLE	264-208-003
32	PIN	5901-300-003
33	PIN	5901-300-004
34	PIN	5901-300-005
35	WEDGE	222-020-2210
36	BLOCK	222-020-2270
37	TRACK FRAME LH/RH	b182-040-40100
38	TENSIONING SCREW	222 040 40200
39	GUIDE RAIL	222 040 42200
40	GUIDE BLOCK	222 040 40604
41	HEX (GUIDE) BOLT	222-040-40604
42	HEX NUT	222-040-40505
43	IDLER SHAFT	222 040 40703
44	CHAIN TENSION YOKE	308LC-050-50302
45	IDLER PIN	308LC-050-50303
46	IDLER BUSH	308LC-050-50304
47	IDLER WHEEL	342 050 50305

ANNEXURE 27F

LIST OF SPARES OF SIMPLEX MAKE LHD TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
1	PIN	142-010-11480	HADENT ENGG KOLKATA
2	PLAIN SPHERICAL BEARING	142-010-01210	MANGAL IMPEX DELHI
3	INTERNAL CIRCLIP	142-010-11150	BURHAN HARDWARE RAIPUR
4	LEVER	308LP-020-20130	NIDTECH FOUNDRIES BHILAI
5	BOOM LIFT CYLINDER	142-020-20500	CANARA HYDRAULICS PVT LTD CHENNAI
6	BOWL BACK CYLINDER	142-020-20400	CANARA HYDRAULICS PVT LTD CHENNAI
7	HEX BOLT	HHBL36X120	SANDVIK ASIA PVT LTD
8	HEX NUT	HNTA112	SANDVIK ASIA PVT LTD
9	HEX BOLT	HHBL36X120	SANDVIK ASIA PVT LTD
10	HEX BOLT	HHBL36X180	SANDVIK ASIA PVT LTD
11	CASTLE NUT	CN22536	HADENT ENGG KOLKATA
12	CONICAL HEAD GREASE NIPPLE	CNGN8/M8	BURHAN HARDWARE RAIPUR
13	BUSH (FOR BOOM)	142 020 21720	HADENT ENGG KOLKATA
14	BUSH	142-020-20502	HADENT ENGG KOLKATA
15	BOWL BACK CYLINDER	274-020-20400	CANARA HYDRAULICS PVT LTD CHENNAI
16	BOWL BACK CYLINDER	142 020 20400	CANARA HYDRAULICS PVT LTD CHENNAI
17	BOWL BACK CYLINDER	308LP-020-20400	CANARA HYDRAULICS PVT LTD CHENNAI
18	BOWL BACK CYLINDER	308AC-2020-20400	CANARA HYDRAULICS PVT LTD CHENNAI
19	PISTON ROD ASSLY	308LP-020-20400	CANARA HYDRAULICS PVT LTD CHENNAI
20	PLAIN SPHERICAL BEARING	SE75S/K	CANARA HYDRAULICS PVT LTD CHENNAI
21	CIRCLIP	CLF250/75T	CANARA HYDRAULICS PVT LTD CHENNAI
22	SEAL KIT FOR BOWL BACK CYLINDER	142 020 20510 15	CANARA HYDRAULICS PVT LTD CHENNAI
23	BOOM LIFT CYLINDER	142-020-20500	CANARA HYDRAULICS PVT LTD CHENNAI
24	PISTON ROD ASSLY	142 020 20502	CANARA HYDRAULICS PVT LTD CHENNAI
25	PLAIN SPHERICAL BEARING	SE60S/K	CANARA HYDRAULICS PVT LTD CHENNAI
26	CIRCLIP	CLF250/60T	CANARA HYDRAULICS PVT LTD CHENNAI
27	SEAL KIT FOR BOOM LIFT CYLINDER	142 020 20509 14	CANARA HYDRAULICS PVT LTD CHENNAI
28	PUSH PLATE CYLINDER	142-050-20500	CANARA HYDRAULICS PVT LTD CHENNAI
29	PISTON ROD ASSLY FOR PUSH PLATE CYL	142-050-10600	CANARA HYDRAULICS PVT LTD CHENNAI
30	PLAIN SPHERICAL BEARING	SE60S/K	CANARA HYDRAULICS PVT LTD CHENNAI
31	CIRCLIP	CLF250/60S	CANARA HYDRAULICS PVT LTD CHENNAI
32	SEAL KIT FOR PUSH PLATE CYLINDER	142-050-20509-14	CANARA HYDRAULICS PVT LTD CHENNAI
33	DOUBLE TANDEM GEAR PUMP	142-080-41001	PARKOMA HYDRAULICS PVT LTD KOLKATA
34	PILOT OPERATED D/C VALVE & SELECTOR	274-040-41010	PARKOMA HYDRAULICS PVT LTD KOLKATA
35	INLINE PRESSURE FILTER	M10X1.0U	PARKOMA HYDRAULICS PVT LTD KOLKATA
36	PRIORITY UNLOADING MANIFOLD BLOCK	142 040 41015	VALVTECH CONTROLS INDIA PVT LTD MUMBAI
37	THROTTLE VALVE IN LINE CHECK VALVE	142-040-41040	HYDROCON HYDRAULICS PVT LTD MUMBAI
38	STEERING ACCUMULATOR	142 040 41010	PARKOMA HYDRAULICS PVT LTD KOLKATA
39	STEERING ACCUMULATOR	274-040-41006	PARKOMA HYDRAULICS PVT LTD KOLKATA
40	BRAKE ACCUMULATOR	142-040-41009	PARKOMA HYDRAULICS PVT LTD KOLKATA
41	BRAKE ACCUMULATOR	274-040-41010	PARKOMA HYDRAULICS PVT LTD KOLKATA
42	MULTI CRT.MR GAUGE FOR AUTO PRESSURE GAUGE	142-040-41005	HYDAC INDIA PVT LTD KOLKATA
43		142-040-41021	PROACTIVE TECHNOLOGIES RAIPUR
44	DELAY VALVE POPPET TYPE INTERNAL PILOT	142-040-41006	PARKOMA HYDRAULICS PVT LTD KOLKATA
45	TRANSMITTER GEAR TYPE	142-080-41007	PARKOMA HYDRAULICS PVT LTD KOLKATA
46	MULTI WAY DIRECTIONAL VALVE, PILOT OPERATED	142 040-41026	PARKOMA HYDRAULICS PVT LTD KOLKATA
47	HYDRAULIC BRAKE VALVE (with wall mounting)	274-040-41002	PARKOMA HYDRAULICS PVT LTD KOLKATA

LIST OF SPARES OF SIMPLEX MAKE LHD TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
48	PARKING BRAKE VALVE	142-040-41009	PARCOMM HYDRAULICS PVT LTD KOLKATA
49	SHUTTLE VALVE	124-040-41011	MAXFLOW CONTROLS INDIA PVT LTD MUMBAI
50	PRESSURE REDUCING VALVE	142-040-41012	MAXFLOW CONTROLS INDIA PVT LTD MUMBAI
51	PILOT OPERATED DC VALVE FOR STEERING CYLINDER	274-040-41006	PARCOMM HYDRAULICS PVT LTD KOLKATA
52	JOYSTICK 4 SECTION	274-040-41009	PARCOMM HYDRAULICS PVT LTD KOLKATA
53	LOW PRESSURE FILTER	142-040-41020	MAXFLOW CONTROLS INDIA PVT LTD MUMBAI
54	CABLE REEL VALVE	273-060-62731	MICRO FLUID CONTROLS INC CANADA
55	CABLE REEL MOTOR	142-040-41017	GALOTE TRADING CO. (INDIA) PRIVATE LIMITED (Mumbai) (Branch)
56	IN LINE CHECK VALVE	142-040-41024	HYDROMAX CONTROLS SYSTEM MUMBAI
57	3/2 DIRECTIONAL ROTARY HAND FILING PUMP	142-040-42023	Rexroth Machine Tools Limited
58	3/2 WAY DC VALVE	142-040-41013	
59	JOYSTICK FOR STEERING CYLINDER	274-040-41014	PARCOMM HYDRAULICS PVT LTD KOLKATA
60	SUCTION STRAINER	142-040-41024	PARCOMM HYDRAULICS PVT LTD KOLKATA
61	RETURN LINE FILTER ASSEMBLY	0450100001	HYDAC INDIA PVT LTD KOLKATA
62	RETURN LINE FILTER ELEMENT	0-0030010	HYDAC INDIA PVT LTD KOLKATA
63	3/2 DRIVE N SECTION FOR STEERING	5030000	HYDROMAX CONTROLS SYSTEM MUMBAI
64	LEVER OPERATED DC VALVE STEERING FOR STEERING	142-040-41005	PARCOMM HYDRAULICS PVT LTD KOLKATA
65	LOW PRESSURE SUCTION HOSE	UNIP2120250	SUMI RUBBER KOLKATA
66	O-RING(FOR SUCTION SAE FLANGE)	142-040-40082	INDIAN RUBBER INDUSTRY HOWRAH
67	O-RING(FOR SUCTION SAE FLANGE)	142-040-40084	INDIAN RUBBER INDUSTRY HOWRAH
68	O-RING	142-040-40068	INDIAN RUBBER INDUSTRY HOWRAH
69	DOWTY SEAL	0500100	INDIAN RUBBER INDUSTRY HOWRAH
70	DOWTY SEAL	0600300	INDIAN RUBBER INDUSTRY HOWRAH
71	DOWTY SEAL	0600400	INDIAN RUBBER INDUSTRY HOWRAH
72	DOWTY SEAL	0600600	INDIAN RUBBER INDUSTRY HOWRAH
73	DOWTY SEAL	0600800	INDIAN RUBBER INDUSTRY HOWRAH
74	BANK RUN IN CARTRIDGE	142-040-40058	HYDROMAX CONTROLS SYSTEM MUMBAI
75	TEMPERATURE GAUGE	142-040-40117	PROACTIVE TECHNOLOGIES RAIPUR
76	MANOMETER	142-040-40118	HYDROMAX CONTROLS SYSTEM MUMBAI
77	BALL BEARING	142-040-41003-2	PARCOMM HYDRAULICS PVT LTD KOLKATA
78	OIL SEAL	142-040-41004-2	PARCOMM HYDRAULICS PVT. LTD KOLKATA
79	THRUST PLATE	142-040-41005-6	PARCOMM HYDRAULICS PVT. LTD KOLKATA
80	GEAR SET WITH SHAFT	142-040-41006-9	PARCOMM HYDRAULICS PVT. LTD KOLKATA
81	GEAR SET	142-040-41006-15	PARCOMM HYDRAULICS PVT. LTD KOLKATA
82	SEAL KIT	142-040-41008-30	PARCOMM HYDRAULICS PVT. LTD KOLKATA
83	COMPLETE SEAL KIT	SEASP1450045J	PARCOMM HYDRAULICS PVT. LTD KOLKATA
84	CARTRIDGE	SEA350340402	PARCOMM HYDRAULICS PVT. LTD KOLKATA
85	ELEMENT FOR PRESSURE FILTER	BC10002	PARCOMM HYDRAULICS PVT. LTD KOLKATA
86	PRIORITY UNLOADING VALVE	274-HPE/5 MAX/01/03	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
87	PRIORITY UNLOADING VALVE	142-040-41015-03	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
88	RELIEF VALVE	274-HPE/5MAX/01/03	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
89	RELIEF VALVE	142-040-41015-02	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
90	UNLOAD VALVE	274-HPE/5MAX/01/03	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
91	CHECK VALVE	142-040-41015-03	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
92	SEAL KIT FOR PRIORITY UNLOADING VALVE	274-HPE/5MAX/01/03A	MAXFLOW CONTROLS INDIA PVT. LTD MUMBAI
93	OIL SEAL	142-040-41007-17	PARCOMM HYDRAULICS PVT LTD KOLKATA
94	BALL BEARING	142-040-41007-18	PARCOMM HYDRAULICS PVT. LTD KOLKATA

LIST OF SPARES OF SIMPLEX MARK I HD TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
95	SEAL KIT	142-040-41001-21	PARKER HYDRAULICS PVT LTD KOLKATA
96	HIGH PRESSURE VALVE (LH PARI	221-060-67705	[illegible]
97	HIGH PRESSURE VALVE (RH PARI	221-060-67704	[illegible]
98	SHAFT SEAL	142-040-41017-3	[illegible]
99	SEAL KIT	142-040-41017-34	[illegible]
100	BOLSTER (US)	142-050-51000	[illegible]
202	OPERATION SEAT	142 050 51200	[illegible]
207	HEX HEAD BOLT	[illegible]	[illegible]
301	HEX HEAD BOLT	HHB3967X0090	[illegible]
304	HEX HEAD SCREW	[illegible]	[illegible]
305	HEX NUT	HNL30420	[illegible]
306	STEERING CYLINDER	142-050-52100	[illegible]
307	THRUST PLATE	142-050-52100	[illegible]
308	THRUST PLATE	142-050-53200	[illegible]
309	OIL LEVEL SIGHT GLASS	142-050-55500	[illegible]
310	CABLE REEL FOR DRUM	142-050-90101	[illegible]
313	DRIVE CHAIN	142-050-50300	[illegible]
313	DRIVEN SPROCKET	142-050-50303	[illegible]
313	DRIVE SPROCKET	142-050-50304	[illegible]
314	VERTICAL ROLL	142-050-50309	[illegible]
315	HORIZONTAL ROLL	142-050-50311	[illegible]
316	SLEEVING ASSEMBLY	142-050-50301-11	[illegible]
317	INLET HOSE PIPE & SOCKET ASSEMBLY	142-050-50301-20	[illegible]
318	OUTGOING HOSE PIPE & SOCKET ASSEMBLY	142-050-50301-21	[illegible]
319	AXIAL FLOW FAN ASSEMBLY	222-050-51800	[illegible]
320	TWIN SECTION OIL COOLER	142-050-50405	[illegible]
321	TWIN SECTION OIL COOLER	3[illegible]	[illegible]
322	PISTON ROD ASSY FOR STEERING CY.	142-050-52100	[illegible]
323	PLAIN SPHERICAL BEARING	SE755035	[illegible]
324	U BOLT	CUP350755	[illegible]
325	SEAL KIT FOR STEERING CYLINDER	142-050-52100	[illegible]
326	FRONT AXLE	142 060 60100	[illegible]
327	FRONT AXLE	172201-HH1-B1010	[illegible]
328	REAR AXLE	142 060 60201	[illegible]
329	REAR AXLE	25201 060 60200	[illegible]
330	TRANSMISSION	142-060 60300	[illegible]
331	MIDDLE MULTIPURPOSE DRIVE SHAFT	142-060-60500	[illegible]
332	MIDDLE MULTIPURPOSE DRIVE SHAFT	142 060 60700	[illegible]
333	FRONT MULTIPURPOSE DRIVE SHAFT	142-060-60800	[illegible]
334	PILLOW BLOCK BEARING	142-060-63900	[illegible]
335	SPIDER	142-060 61300	[illegible]
336	TYRE & RIM ASSEMBLY	142-060-63400	[illegible]
337	RIM	142-060 63404	[illegible]
338	HEX BOLT	HHB3967X0020	[illegible]
339	SHIFTING RAFT	274-30-55-5-05	[illegible]
340	TAPPER ROLLER BEARING	142-060-60170	[illegible]
341	BEVEL GEAR SET	142-060-60123	[illegible]

ANNEXURE 2

LIST OF SPARES OF SIMPLEX MART LTD TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
144	BEVEL GEAR SET	123201-060-60136	DANTAL HYDRAULICS PVT LTD GURGAON
145	DRUM	142-060-60133	DANTAL HYDRAULICS PVT LTD GURGAON
146	FLANGE	142-060-60137	DANTAL HYDRAULICS PVT LTD GURGAON
147	SEAL	142-060-60140	DANTAL HYDRAULICS PVT LTD GURGAON
148	TAPPER ROLLER BEARING	142-060-60129	DANTAL HYDRAULICS PVT LTD GURGAON
149	TAPPER ROLLER BEARING	142-060-60139	DANTAL HYDRAULICS PVT LTD GURGAON
150	HALF SHAFT	142-060-60149	DANTAL HYDRAULICS PVT LTD GURGAON
151	D-HALF SHAFT	123201-060-60144	DANTAL HYDRAULICS PVT LTD GURGAON
152	SEAL	142-060-60143	DANTAL HYDRAULICS PVT LTD GURGAON
153	SEAL	142-060-60166	DANTAL HYDRAULICS PVT LTD GURGAON
154	SEAL	123201-060-60157	DANTAL HYDRAULICS PVT LTD GURGAON
155	TAPPER ROLLER BEARING	142-060-60158	DANTAL HYDRAULICS PVT LTD GURGAON
156	WHEEL STUD	142-060-60145	DANTAL HYDRAULICS PVT LTD GURGAON
157	WHEEL HUB	142-060-60138	DANTAL HYDRAULICS PVT LTD GURGAON
158	WHEEL HUB	123201-060-60140	DANTAL HYDRAULICS PVT LTD GURGAON
159	WHEEL NUT	142-060-60147	DANTAL HYDRAULICS PVT LTD GURGAON
160	O-RING	142-060-60167	DANTAL HYDRAULICS PVT LTD GURGAON
161	NEEDLE BEARING	142-060-60179	DANTAL HYDRAULICS PVT LTD GURGAON
162	PLANET GEAR	142-060-60160	DANTAL HYDRAULICS PVT LTD GURGAON
163	PLANET GEAR	123201-060-60144	DANTAL HYDRAULICS PVT LTD GURGAON
164	BEARING	123201-060-60145	DANTAL HYDRAULICS PVT LTD GURGAON
165	PLANET GEAR CARRIER	142-060-60134	DANTAL HYDRAULICS PVT LTD GURGAON
166	PLANET GEAR CARRIER	123201-060-60146	DANTAL HYDRAULICS PVT LTD GURGAON
167	PLANET GEAR CARRIER	123201-060-60147	DANTAL HYDRAULICS PVT LTD GURGAON
168	RING GEAR SUPPORT	142-060-60154	DANTAL HYDRAULICS PVT LTD GURGAON
169	RING GEAR SUPPORT	123201-060-60158	DANTAL HYDRAULICS PVT LTD GURGAON
170	RING GEAR	123201-060-60156	DANTAL HYDRAULICS PVT LTD GURGAON
171	RING GEAR	123201-060-60155	DANTAL HYDRAULICS PVT LTD GURGAON
172	O-RING	123201-060-60160	DANTAL HYDRAULICS PVT LTD GURGAON
173	O-RING	123201-060-60166	DANTAL HYDRAULICS PVT LTD GURGAON
174	BACK-UP RING	123201-060-60168	DANTAL HYDRAULICS PVT LTD GURGAON
175	O-RING	123201-060-60175	DANTAL HYDRAULICS PVT LTD GURGAON
176	BACK UP RING	123201-060-60174	DANTAL HYDRAULICS PVT LTD GURGAON
177	INTERMEDIATE BRAKE DISC	123201-060-60178	DANTAL HYDRAULICS PVT LTD GURGAON
178	BRAKE DISC	123201-060-60179	DANTAL HYDRAULICS PVT LTD GURGAON
179	O RING	123201-060-60185	DANTAL HYDRAULICS PVT LTD GURGAON
180	SEAL	123229-060-60181	DANTAL HYDRAULICS PVT LTD GURGAON
181	SEAL	123229-060-60182	DANTAL HYDRAULICS PVT LTD GURGAON
182	PISTON	142-060-60171	DANTAL HYDRAULICS PVT LTD GURGAON
183	O RING	142-060-60177	DANTAL HYDRAULICS PVT LTD GURGAON
184	O RING	142-060-60175	DANTAL HYDRAULICS PVT LTD GURGAON
185	O RING	142-060-60181	DANTAL HYDRAULICS PVT LTD GURGAON
186	DISC	142-060-60183	DANTAL HYDRAULICS PVT LTD GURGAON
187	DISC	142-060-60184	DANTAL HYDRAULICS PVT LTD GURGAON
188	BRAKE DISC	142-060-60189	DANTAL HYDRAULICS PVT LTD GURGAON
189	BRAKE DISC	142-060-60195	DANTAL HYDRAULICS PVT LTD GURGAON
190	BACUP RING	142-060-60197	DANTAL HYDRAULICS PVT LTD GURGAON

ANNEXURE 2 78

LIST OF SPARES OF SIMPLEX MAKE LRD TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
189	O RING	142 060-M0148	DANTAL HYDRAULICS PVT LTD GURGAON
190	PISTON	142 060 60159	DANTAL HYDRAULICS PVT LTD GURGAON
191	O RING	142-060-M0202	DANTAL HYDRAULICS PVT LTD GURGAON
192	O RING	142-060-M0208	DANTAL HYDRAULICS PVT LTD GURGAON
193	SPRING	142 060 60205	DANTAL HYDRAULICS PVT LTD GURGAON
194	WHEEL CYLINDER	142-060-M0206	DANTAL HYDRAULICS PVT LTD GURGAON
195	[illegible]	142 060 60308	DANTAL HYDRAULICS PVT LTD GURGAON
196	[illegible]	142 060 50501	DANTAL HYDRAULICS PVT LTD GURGAON
197	[illegible]	142 060 M0171	DANTAL HYDRAULICS PVT LTD GURGAON
198	[illegible]	142-0606037A	DANTAL HYDRAULICS PVT LTD GURGAON
199	[illegible]	142-060-M0406	DANTAL HYDRAULICS PVT LTD GURGAON
200	[illegible]	142 060-60410	DANTAL HYDRAULICS PVT LTD GURGAON
201	[illegible]	142 060 50411	DANTAL HYDRAULICS PVT LTD GURGAON
202	DISC CLUTCH DRIVER	142-060-M0412	DANTAL HYDRAULICS PVT LTD GURGAON
203	DISC CLUTCH DRIVEN	142-060-60413	DANTAL HYDRAULICS PVT LTD GURGAON
204	PLATE CLUTCH DISC BACKING	142 060-60415	DANTAL HYDRAULICS PVT LTD GURGAON
205	[illegible]	142 060 50548	DANTAL HYDRAULICS PVT LTD GURGAON
206	O RING FLANGE	142-060-60558	DANTAL HYDRAULICS PVT LTD GURGAON
207	[illegible]	142-060-60553	DANTAL HYDRAULICS PVT LTD GURGAON
208	[illegible]	142-060-60557	DANTAL HYDRAULICS PVT LTD GURGAON
209	[illegible]	142 060-60554	DANTAL HYDRAULICS PVT LTD GURGAON
210	CONTROL VALVE GROUP	142 060 50800	DANTAL HYDRAULICS PVT LTD GURGAON
211	[illegible]	142-060-50801	DANTAL HYDRAULICS PVT LTD GURGAON
212	[illegible]	142-060-M0709	DANTAL HYDRAULICS PVT LTD GURGAON
213	HOOT SWITCH	142 070 70100	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
214	OIL LEVEL FLOAT SWITCH	142-070-70102	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
215	TEMPERATURE SWITCH	142 070 70103	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
216	ON/OFF PUSH BUTTON STATION	142 070 70400	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
217	3 PHASE INDUCTION MOTOR	142 070-70402	CROMPTON GREAVES LTD AHMEDNAGAR
218	POWER JUNCTION MOTOR	142-070-70600	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
219	ROTARY SWITCH	142-070-70700	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
220	HEAT LIGHT	142-070-70800	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
221	AUDIO VISUAL ALARM	142-070-70900	STARTEC GURGAON
222	HP GRAND	142-070-71100	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
223	HP GRAND	142-070-71300	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
224	F.P CABLE	142-070-70400	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
225	TRANSFORMER	142 070 70608	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
226	SWITCH	142-070-70609	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
227	PLUG & SOCKET ASSY	142-070-70626	RAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR

ANNEXURE F

LIST OF SPARES OF SIMPLEX MAKE UOM TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
1	TRACK DRIVE SPROCKET	222 010 10200	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
2	GASKET	222-010-10800	VARDHMAN BEARING BHILAI
3	HEX BOLT	HH8367A05	SAMBHAV ENTERPRISES BHILAI
4	SPRING WASHER	SWH8320	SAMBHAV ENTERPRISES BHILAI
5	HEX SOCKET HEAD BOLT	SHB22691660	SAMBHAV ENTERPRISES BHILAI
6	SPRING WASHER	SWH06316	SAMBHAV ENTERPRISES BHILAI
7	SEAT	222-010-12600	DELUX TRACTORS DELHI
8	COMBINED BEARING	264-V07-010	FARO INDUSTRIALE ITLY
9	FLANGED BUSH (MAINTENANCE FREE)	264-114-000	J P ENGINEERING BHILAI
10	DUPLEX ROLLER CHAIN	5901-V03-00	APEX GEAR CRAFT AHMEDABAD
11	BUSH	264-216-002	
12	DUPLEX CHAIN SPROCKET	264-V04-000	APEX GEAR CRAFT AHMEDABAD
13	DOUBLE ROW ANGULAR CONTACT BALL BEAR	ACB2815 3122RS	SKF INDIA LTD KOLKATA
14	LOCK NUT	LN2810552P	RADIENT ENGG KOLKATA
15	BALL	264-207-001	RISHABH INDUSTRIES MUMBAI
16	ADITONAL GUIDE PLATE	264-207-102	SWAGATH URETHANE PVT LTD HYDERABAD
17	CLAMPING PLATE	264-207-0061	J P ENGINEERING BHILA
18	PAD	264-207-0063	SWAGATH URETHANE PVT LTD HYDERABAD
19	DUPLEX CHAIN SPROCKET	264-V04-000	APEX GEAR CRAFT AHMEDABAD
20	BUSH	264-208-004	J P ENGINEERING BHILA
21	BUSH	264-208-005	J P ENGINEERING BHILA
22	BUSH	5901-300-006	J P ENGINEERING BHILAI
23	CARRIER ROLLER ASSLY	222 040 40400	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
24	TRACK ROLLER ASSLY	222-040-40500	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
25	TRACK ROLLER ASSLY	SETB1419	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
26	RECOIL SPRING ASSLY	222 040 40600	KALINDA SPRING (INDIA) CO PVT LTD KOLKATA
27	IDLER ROLLER ASSLY	222 040 40700	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
28	TRACK CHAIN ASSLY	1360505000	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
29	TRACK CHAIN ASSLY	SETB7232	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
30	YOKE	222 040 40601	SHREE ENTERPRISES BHILAI
31	SPRING (RECOIL)	222 040 40607	KALINDA SPRING (INDIA) CO PVT LTD KOLKATA
32	SPRING CAP (RECOIL)	222 040 40603	SHREE ENTERPRISES BHILAI
33	IDLER	222-040-40701	
34	COLLAR (IDLER) RH/LH	222 040 40700	SHREE ENTERPRISES BHILAI
35	MECHANICAL FACE SEAL	136 050 6005	
36	HEX SOCKET PLUG	13605031 LF	RISHABH INDUSTRIES MUMBAI
37	IDLER GUIDE	222 040 40714	SHREE ENTERPRISES BHILAI
38	BUSH	CB76706055	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
39	BUSH	SETA 4373	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
40	KEY	222 040 40723	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
41	TRACK CHAIN ASSLY	1360505000	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
42	TRACK CHAIN ASSLY	SETB7232	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
43	TRACK CHAIN LINK ASSLY	136 050 5314	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
44	TRACK SHOE	222-040-40811	TRAGEN TECHNOLOGY PVT LTD AURANGABAD

LIST OF SPARES OF SIMPLEX MAKE UDM TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
45	TRACK SHOE	SETA 7234	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
46	TRACK PIN REGULAR	1360505102	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
47	TRACK PIN REGULAR	SETA8355	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
48	TRACK PIN MASTER	1360505102	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
49	TRACK PIN MASTER	SETA4042	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
50	TRACK BUSHING (REGULAR)	SETA7620	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
51	TRACK BUSHING (MASTER)	SETA7621	TRAGEM TECHNOLOGY PVT LTD AURANGABAD
52	TRACK LINK REGULAR R.H.	SETA6796	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
53	TRACK LINK REGULAR L.H.	SETA6797	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
54	TRACK LINK MASTER R.H.	SETA6918	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
55	TRACK LINK MASTER L.H	SETA6919	TRAGEN TECHNOLOGY PVT LTD AURANGABAD
56	LOW PRESSURE HOSE	222-050-51500	SONI RUBBER KOLKATA
57	FLEXIBLE DOUBLE DIAPHRAGM COUPLING	E5B1006001165C	BHOOMI TRANSMISSION INDIA PVT LTD KOLKATA
58	FLEXIBLE DOUBLE DIAPHRAGM COUPLING	222-050-52900	BHOOMI TRANSMISSION INDIA PVT LTD KOLKATA
59	FLEXIBLE ELEMENT	22-050-52916	BHOOMI TRANSMISSION INDIA PVT LTD KOLKATA
60	O RING	ORNBR56353	INDIAN RUBBER INDUSTRY HOWRAH
61	AXIAL FLOW FAN ASSLY	222 050 51800	KRISTEEL INDUSTRIES LUDHIYANA
62	OIL COOLER/RADIATOR	222 060 60900	HINDUSTAN RADIATOR COIMBTR
63	FAN MOTOR	222 060 60200	PARKSHIN HYDRAULICS PVT LTD KOLKATA
64	LOW PRESSURE HOSE	LPHP2120250	SONI RUBBER KOLKATA
65	LOW PRESSURE HOSE	LPHP2140125	SONI RUBBER KOLKATA
66	O RING	ORNBR765	INDIAN RUBBER INDUSTRY HOWRAH
67	GASKET	6228-050-50303	VARDHMAN BEARING BHILAI
68	GASKET	222-050-505400	VARDHMAN BEARING BHILAI
69	VISUAL OIL LEVEL INDICATOR	222 050 57300	UNIVERSAL SERVICES VADODARA
70	TEMPERATURE GAUGE	2228-005-018	INDIAN LEVER HYDRAULICS MAJOR
71	GASKET	2228-05-03-05	VARDHMAN BEARING BHILAI
72	BANK RETEP CARTRIDGE	222VD6	HYDRAULIC CONTROLS SYSTEM MUMBAI
73	GASKET	6228-050-50329	VARDHMAN BEARING BHILAI
74	O RING	ORNBR1KR540	INDIAN RUBBER INDUSTRY HOWRAH
75	CABLE REELER DRUM	308LC-050-50301	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
76	DRIVE CHAIN	142-050-50302	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
77	DRIVE CHAIN	6182-050-50309	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
78	DRIVEN SPROCKET	142-050-50305	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
79	DRIVE SPROCKET	142-050-50304	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
80	DRIVE SPROCKET	2228-040-50804	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
81	VERTICAL ROLL	142-050-50309	SWAGATH ISPETHANE PVT LTD HYDRABAD
82	VERTICAL ROLL	5460.050050306	SWAGATH ISPETHANE PVT LTD HYDRABAD
83	HORIZONTAL ROLL	142-050-50310	SWAGATH ISPETHANE PVT LTD HYDRABAD
84	HORIZONTAL ROLL	5460. 050 50307	SWAGATH ISPETHANE PVT LTD HYDRABAD
85	SLIP RING ASSEMBLY	142-050-50302-11	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
86	INCOMING PLUG & SOCKET ASSEMBLY	142-050-50301-21	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
87	OUTGOING PLUG & SOCKET ASSEMBLY	142-050-50301-21	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
88	SUCTION STRAINER	10010000	PARKSHIN HYDRAULICS PVT LTD KOLKATA

LIST OF SPARES OF SIMPLEX MAKE UDM TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
89	PRESSURISED AIR BREATHER /	5901-400-002	PARCOMA HYDRAULICS PVT LTD KOLKATA
90	OVER CENTER VALVE	5901 400 005	HYDROMAX CONTROLS & SYSTEM MUMBAI
91	TRIPPLE TANDEM PUMP	5901-400 006	PARCOMA HYDRAULICS PVT LTD KOLKATA
92	LINE MOUNTED CHECK VALVE	281-400-007	HYDROMAX CONTROLS & SYSTEM MUMBAI
93	HIGH PRESSURE LINE FILTER	8010000	PARCOMA HYDRAULICS PVT LTD KOLKATA
94	ELEMENT FOR PRESSURE FILTER	08010000-E	PARCOMA HYDRAULICS PVT LTD KOLKATA
95	10 SM DIRECTION CONTROL VALVE	281 400 011	PARCOMA HYDRAULICS PVT LTD KOLKATA
96	4 SM DIRECTION CONTROL VALVE	5901-400-012	PARCOMA HYDRAULICS PVT LTD KOLKATA
97	TRACK DRIVE PLANETARY GEAR BOX	166261800 05	CHENNAI
98	TRACK DRIVE PLANETARY GEAR BOX	SE2T707C3087000	CHENNAI
99	TRACK DRIVE PLANETARY GEAR BOX	6133-060-61000	CHENNAI
100	AXIAL PISTON MOTOR ASSEMBLY	161064SS-05	BANGALORE
101	SWING GEAR BOX ASSEMBLY	281-400-014	HANSA TMP LTD
102	BOOM ROTATION CYLINDER	5901 400-015	CANARA HYDRAULICS PVT LTD CHENNAI
103	BOOM ROTATION CYLINDER	6228-060-61500	CANARA HYDRAULICS PVT LTD CHENNAI
104	DRILL CARRIAGE TILT CYLINDER	62280060-61600	CANARA HYDRAULICS PVT LTD CHENNAI
105	DRILL CARRIAGE TILT CYLINDER	281-400-016	CANARA HYDRAULICS PVT LTD CHENNAI
106	CLAMPING CYLINDER	281-400-017	CANARA HYDRAULICS PVT LTD CHENNAI
107	CLAMPING CYLINDER	6228-060-61700	CANARA HYDRAULICS PVT LTD CHENNAI
108	BOOM LIFT CYLINDER	281-400-018	CANARA HYDRAULICS PVT LTD CHENNAI
109	BOOM LIFT CYLINDER	6228-060-61800	CANARA HYDRAULICS PVT LTD CHENNAI
110	DRILL CARRIAGE EXTENSION CYLINDER	6228-060-61900	CANARA HYDRAULICS PVT LTD CHENNAI
111	DRILL CARRIAGE EXTENSION CYLINDER	281-400-019	CANARA HYDRAULICS PVT LTD CHENNAI
112	FEED MOTOR	281-400-020	PARCOMA HYDRAULICS PVT LTD KOLKATA
113	DRILL MOTOR	222-060-62000	OLEOTECNICO SRL 10034, MONCALIERI (torino) (Torino)
114	DRILL MOTOR	142-040-41017	OLEOTECNICO SRL 10034, MONCALIERI (torino) (Torino)
115	DOUBLE DIRECTION VALVE	281-400-022	HYDROMAX CONTROLS & SYSTEM MUMBAI
116	HYDRAULIC MOTOR FOR WATER PUMP	222 060 60200	PARCOMA HYDRAULICS PVT LTD KOLKATA
117	BALL VALVE WITH STEEL BODY	281-400-024	HYDROMAX CONTROLS & SYSTEM MUMBAI
118	LINE MOUNTED CHECK VALVE	281-400-025	HYDROMAX CONTROLS & SYSTEM MUMBAI
119	JACK CYLINDER	281-400-026	CANARA HYDRAULICS PVT LTD CHENNAI
120	JACK CYLINDER	6228-060-62600	CANARA HYDRAULICS PVT LTD CHENNAI
121	DOUBLE PILOT CHECK VALVE	281-400 027	HYDROMAX CONTROLS & SYSTEM MUMBAI
122	RELIEF VALVE	7020000	HYDROMAX CONTROLS & SYSTEM MUMBAI
123	DUMP VALVE (2SECTION)	222 060 62400	PARCOMA HYDRAULICS PVT LTD KOLKATA
124	BOOM EXTENSION CYLINDER	281 400 030	CANARA HYDRAULICS PVT LTD CHENNAI
125	BOOM EXTENSION CYLINDER	6288-060-63000	CANARA HYDRAULICS PVT LTD CHENNAI
126	LOW PRESSURE FILTER	222 060 60300	HYDROMAX CONTROLS & SYSTEM MUMBAI
127	BIDIRECTIONAL ROTARY HAND PUMP	222-060-61300	BHILA MACHINE TOOLS PVT LTD
128	SHUTTLE VALVE	1401 0000	HYDROMAX CONTROLS & SYSTEM MUMBAI
129	PRESSURE REDUCING VALVE	222 060 61100	HYDROMAX CONTROLS & SYSTEM MUMBAI
130	PRESSURE COMPENSATEED FLOW VALVE WITH BUILT IN CHECK VALVE & PRESSURE	281-400-036	HYDROMAX CONTROLS & SYSTEM MUMBAI
131	FLOW REGULATOR PRIORITY VALVE	222-060-62300	HYDROMAX CONTROLS & SYSTEM MUMBAI
132	BALL VALVE	281 400 038	HYDROMAX CONTROLS & SYSTEM MUMBAI

LIST OF SPARES OF SIMPLEX MAKE DDM TO BE PROCURED FROM OPM

SL NO	DESCRIPTION	PART NO	SUPPLIER
133	DRILL CARRIAGE ROTATION CYLINDER	281 400 039	CANARA HYDRAULICS PVT LTD CHENNAI
134	DRILL CARRIAGE ROTATION CYLINDER	6228 063 63900	CANARA HYDRAULICS PVT LTD CHENNAI
135	CRD VALVE	5901-400-041	PARKOMM HYDRAULICS PVT LTD KOLKATA
136	CRD VALVE	222-060-62200	PARKOMM HYDRAULICS PVT LTD KOLKATA
137	CRD MOTOR	222-060-62100	[illegible] (Torino)
138	CRD MOTOR	142-040-41017	[illegible] (Torino)
139	RETURN LINE FILTER ASSEMBLY	0 9010000	[illegible]
140	RETURN LINE FILTER ELEMENT	0-9010001	[illegible]
141	SEAL KIT FOR BOOM ROTATION CYLINDER	CH5901 400 0151	CANARA HYDRAULICS PVT LTD CHENNAI
142	SEAL KIT FOR CARRIAGE TILT CYLINDER	CH281 400 0162	CANARA HYDRAULICS PVT LTD CHENNAI
143	SEAL KIT FOR CLAMPING CYLINDER	CH281 400 0171	CANARA HYDRAULICS PVT LTD CHENNAI
144	SEAL KIT FOR BOOM LIFT CYLINDER	CH281 400 0181	CANARA HYDRAULICS PVT LTD CHENNAI
145	SEAL KIT FOR CARRIAGE EXTENSION CYLINDER	CH281 400 0191	CANARA HYDRAULICS PVT LTD CHENNAI
146	SEAL KIT FOR JACK CYLINDER	CH281 400 0261	CANARA HYDRAULICS PVT LTD CHENNAI
147	SEAL KIT FOR BOOM EXTENSION CYLINDER	CH281 400 0301	CANARA HYDRAULICS PVT LTD CHENNAI
148	SEAL KIT FOR DRILL CARRIAGE ROTATION CYL	CH281 400 0391	CANARA HYDRAULICS PVT LTD CHENNAI
149	MAX PRESSURE VALVE (70 BAR)	222-060-62205	PARKOMM HYDRAULICS PVT LTD KOLKATA
150	SEQ. PRESSURE VALVE (20 BAR)	222-060-62200	PARKOMM HYDRAULICS PVT LTD KOLKATA
151	FLP ELECTRIC MOTOR	1360800001	
152	FLP PLUG & SOCKET	1360800002	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
153	AUDIO VISUAL ALARM	1360800003	STAR ELECTRONICS
154	FLP HEAD LIGHT	1360800004	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
155	FLP FLOAT SWITCH	1360800005	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
156	FLP FOOT SWITCH	1360800006	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
157	FLP EMERGENCY STOP PUSH BUTTON STATIO	1360800007	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
158	FLP TEMPERATURE SWITCH	1360800008	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
159	FLP ON/OFF PUSH BUTTON STATION	1360800009	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
160	FLP ROTARY SWITCH	1360800010	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
161	DUMP VALVE SWITCH	DV006000	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
162	LIGHTING TRANSFORMER	LL0031002	KAYSONS TECHNO EQUIPMENT PVT LTD VITHAL UDYOGNAGAR
163	SAE FLANGE	SAEF003400	FITWEL CHEMI WORKS MUMBAI
164	DOWTY SEAL	DS00100	INDIAN RUBBER INDUSTRY HOWRAH
165	DOWTY SEAL	DS003400	INDIAN RUBBER INDUSTRY HOWRAH
166	DOWTY SEAL	DS001200	INDIAN RUBBER INDUSTRY HOWRAH
167	DOWTY SEAL	DS003800	INDIAN RUBBER INDUSTRY HOWRAH

कोल इण्डिया लिमिटेड
भारत सरकार का एक उपक्रम
इंजीनियरिंग एवं उपकरण विभाग
कोल भवन
प्रमिसेस नंबर04-, एम ए आर, प्लॉट नंबर- -ए एफ-III
एक्शन एरिया-1ए, न्यू टाउन, कोलकाता -700 156
कॉर्पोरेट पहचान संख्या- L23109WB1973GOI028844
फैक्स - 033 2324 4233
दूरभाष संख्या : 033-7110 4223
ई-मेल: edene.cil@coalindia.in

(A Maharatna Company)
(An ISO 9001:2015, ISO 14001:2015 & ISO 50001:2011 Certified Company)

COAL INDIA LIMITED
(A Govt. of India Enterprise)
Engineering & Equipment Division
COAL BHAWAN
Premises No. 04 MAR Plot no. AF III
Action Area1A ,New Town Kolkata- 700156
Corporate Identity No.L23109WB1973GOI028844
Fax No. 033 23244233
Telephone No. 033-7110 4223
e-mail : edene.cil@coalindia.in

संदर्भ क्रमांक: सीआईएल/ईडी (ईएंडई) /2021/ LED/34 दिनांक: 31/05/2021

Office Order

Sub : Survey Off norm for LED Cap Lamp & HT Switchgear

The Survey off norms of subject items shall be as under :
(a)LED cap Lamp : 3 Yrs
(b)HT Switchgear(VCB,MOCB,SF6,ACB & VCP for 3.3 kV & above) : 10 Yrs

The above survey off norms are being issued with the approval of the competent authority & shall be applicable in all subsidiaries with immediate effect.

भवदीय

31/05/2021

(डॉ मानस कुमार मिश्रा)
कार्यकारी निदेशक
(इंजीनियरिंग एवं
उपकरण)
कोल इंडिया लिमिटेड
मुख्यालय

प्रतिलिपि:
(i)CMD : ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL-For Kind information
(ii)D(T(P&P) : ECL/BCCL/CCL/NCL/WCL/SECL/MCL-For Kind information
(iii)D(T(P&D),CMPDIL-For Kind information
(iv)D(F) : ECL/BCCL/CCL/NCL/WCL/SECL/MCL-For Kind information
(v)ED(Co-ordination),ED(S&R),ED(M &C) : CIL –For information Please
(vi)TS to DT,CIL
(vii)GM(S&R) : ECL/BCCL/CCL/NCL/WCL/SECL/MCL
(viii)GM(MM)/HoD : ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL
(ix)GM(E&M)/HoD : ECL/BCCL/CCL/NCL/WCL/SECL/MCL/CMPDIL

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अनुषंगी अंग)
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सांकतोड़िया, पोस्ट ऑफिस -दिशेरगढ़,
जिला -पश्चिम बर्दमान, पश्चिम बंगाल-713333
विद्युत एवं यांत्रिक विभाग
सी .आई .एन -.U10101WB1975GOI030295
वेबसाइट -www.easterncoal.nic.in
एक ISO 9001,ISO 14001 & OHSAS 18001: प्रमाणित संगठन

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.. Dishergarh, Dist.-Paschim Bardhman,
West Bengal-713333
E&M Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in
An ISO 9001,ISO 14001 & OHSAS 18001 Certified Company

Ref No.:- ECL/HQ/E&M:Sect./HOD/Roto Face Pump/2021-22/ **278** Date- 19-08-2021

To,
The Area Engineer (E&M),
Bankola / Jhanjra / Kenda / Mugma / Pandaveswar / S.P. Mines,
Kunustoria / Satgram / Sodepur / Sripur / Salanpur and Kajora.
Eastern Coalfields Limited.

Sub: Modalities for procurement of spares towards repairing of 'Roto' make Face Pumps.

Dear Sir,

In pursuance of the Competent Approval of DT (P&P), ECL, the following 'Modalities' for procurement of spares towards repairing of 'Roto' make Multi-stage / Split-Casing Pumps and Face Pumps like R-10-D / D-10-D / RM-60 / RM-70 are prescribed as follows:

1. M/s Roto Pumps Limited having their Registered Office at '13, Roto House, NSEZ, Noida, U.P.' and Regional office at '8, Shanti Niketan Building, Camac Street, Kolkata-17, West Bengal' shall be treated as the "OEM" for 'Roto' make pumps.

2. (a) For procurement of spares for R-10-D / D-10-D, RM-60 and RM-70 pump models through single tendering from OEM at Area Level, M/s Roto Pumps Limited having their Registered Office at '13, Roto House, NSEZ, Noida, U.P.' and Regional office at '8, Shanti Niketan Building, Camac Street, Kolkata-17, West Bengal' shall be treated as the "OEM" based on the legal / valid documents submitted / available.
Approved spares list (to be procured from OEM as per the population of such pumps in area) for R-10-D / D-10-D, RM-60 & RM-70 face pumps are also enclosed herewith (Annexure-A, B & C) as per clause 2.11.D. of the CIL Purchase Manual-2020.
(b) Spares for respective FLP Motor/Starter will have to be procured from the respective "OPM" such as BBL/LHP/CGL/Marathon etc. for FLP motors and Prabhu / Mineline / Electroteknika etc. for FLP starters through single tendering on case-to-case basis.

3. Repairing of the 'Face Pumps' of manufactured by other than M/s. Roto Pumps Limited will be done at area level as per prevailing practice in line with the procedure mentioned above and area may communicate the spares list of respective makes of such pumps for obtaining competent approval as per clause 2.11.D. of the CIL Purchase Manual-2020.

Continued

4. In addition to the above, while procuring the spares, the laid down procedure in the RCs (if any) and Clause no. 2.11.C read with Clause no. 10.3.2.b.1 & 13.8.a of CIL Purchase Mannual-2020 (regarding Manufacturer and their Agents, i.e., Distributor / Dealer / Channel Partner etc.) shall have to be adhered with also.

This may please be treated as 'Most Urgent' and shall be implemented with immediate effect. Any earlier communication in this respect, shall be superseded by this modality.

Encls: Annexure-A, B & C

19/02/21

General Manager (E&M), HOD
Eastern Coalfields Limited

Copy to:

1. D.T. (P&P), ECL }
2. D.T. (OP), ECL
3. CVO, ECL / BCCL / CCL / SECL / WCL / NCL / MCL / NECL }
4. G.M (E&M)/HOD, BCCL / CCL / SECL / WCL / NCL / MCL / NECL }
5. GM (T&MS) / T.S. to CMD, ECL } for kind information please.
6. G.M. (MM) / ECL }
7. Area General Manager, }
   Bankola / Jhanjra / Kenda / Mugma / Pandaveswar / S.P. Mines, }
   Kunustoria / Satgram / Sodepur / Sripur / Sallanpur and

ANNEXURE-A

Ref No.:- ECL/HQ/E&M:Sect./HOD/Roto Face Pump/2021-22/ 278

Date- 19-08-2021

Spares to be procured from 'OEM' for 'Roto' make R-10-D / D-10-D face pumps.

Sr. No.	Spares Description	MOC	Part no.
1	Pump Body	CI	710
2	Barrel	CI	711
3	Barrel Distance Piece	CI	712
4	End Cover	CI	713
5	Companion Flange	CI	714
6	Gland	CI	715
7	Gland Ring	CI	716
8	Grease Seal Housing	CI	717
9	Bearing Cover	CI	718
10	Circlip Ring	CI	719
11	Stator	NR	721
12	Rotor (Double Stage)	AS	723
13	Shaft	MS	724
14	Coupling Rod	AS	725
15	Coupling Rod Bush	TS	726
16	Coupling Rod Pin	TS	727
17	Bearing Spacer	CI	728
18	Bearing Lock Nut	MS	729
19	PIN Cap	MS	731
20	PIN Cap Washer	SS	732
21	Grease Seal	NBR	733
22	Rubber Seal Ring	NBR	734
23	Bearing Lock Nut Washer	MS	754
24	Coupling	CI	6005
25	Coupling Guard	MS	6006

- Compiled in accordance with the previous Rate Contract and Spares List collected from the 'OEM'.

ANNEXURE-B

Ref No.:- ECL/HQ/E&M:Sect./HOD/Roto Face Pump/2021-22/ **278** Date- 19-08-2021

Spares to be procured from 'OEM' for 'Roto' make RM-60 face pumps.

Sr. No.	Spares Description	MOC	Part no.
1	Pump Body	CI	6010
2	Barrel Distance Piece	CI	6058
3	End Cover	CI	6013
4	Companion Flange	CI	6014
5	Gland	CI	6015
6	Gland Ring	CI	6016
7	Grease Seal Housing	CI	6017
8	Bearing Cover	CI	6018
9	Circlip Ring	CI	6019
10	Bonded Stator	NR	6021
11	Rotor	EN-8	6023
12	Shaft	EN-8	6024
13	Coupling Rod	EN-8	6025
14	Coupling Rod Bush	TS	6026
15	Coupling Rod Pin	TS	6027
16	Bearing Spacer	CI	6028
17	Bearing Lock Nut	AS	6029
18	PIN Cap	MS	6031
19	PIN Cap Washer	SS-304	6032-5
20	Grease Seal	NBR	6032
21	Rubber Seal Ring	NBR	6034
22	Circlip External	SPGS	6039
23	Shaft Key	MS	6040
24	Tie Rod	MS	6041
25	O-Ring for Bonded Stator	NR	6044
26	Shorter By Pass	NA	6069
27	**Coupling**	**CI**	**6005**

- Compiled in accordance with the previous Rate Contract and Spares List collected from the 'OEM'.

ANNEXURE-C

Ref No.:- ECL/HQ/E&M:Sect./HOD/Roto Face Pump/2021-22/ **278** Date- 19-08-2021

Spares to be procured from 'OEM' for 'Roto' make RM-70 face pumps.

Sr. No.	Spares Description	MOC	Part no.
1	Pump Body	CI	7010
2	End Cover	CI	7013
3	Companion Flange	CI	7014
4	Gland	CI	7015
5	Gland Ring	CI	7016
6	Grease Seal Housing	CI	7017
7	Bearing Cover	CI	7018
8	Bonded Stator	NR	7021
9	Rotor	EN-8 with Hard Chrome Plated	7022
10	Shaft	EN-8	7024
11	Coupling Rod	EN-8	7025
12	Coupling Rod Bush	TS	7026
13	Coupling Rod Pin	TS	7027
14	Bearing Spacer	CI	7028
15	Bearing Lock Nut	AS	7029
16	PIN Cap	MS	7031
17	PIN Cap Washer	SS-304	7032
18	Grease Seal	NBR	7033
19	Rubber Seal Ring	NBR	7034
20	Tie Rod	MS	7041
21	O-Ring for Bonded Stator	NR	7044
22	Bearing Lock Nut Washer	AS	7054

- Compiled in accordance with the previous Rate Contract and Spares List collected from the 'OEM'.

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(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकरोड़िया, पोस्टऑफिस -दिशेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल-713333
ई एंड एम विभाग
सी .आई एन -U10101WB1975GOI030295
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EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
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Dist -Paschim Bardhman, West Bengal-713333
E&M Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in
Email id: eandmcehq@gmail.com

Ref no.ECL/HQ/E&M/HOD/2021-22/1471 Dated:04.03.2022

To.
The General Managers,
All Areas of ECL,
Agents, SWS, PWS, NWS, RWS
Depot Officer, SCS
In charge(E&M), MRS
In-charge(E&M), CH Kalla
Dy.GM/In-Charge, TAD

Sub: Guidelines for Survey off of old used beyond economic repair equipment/P&M items - which have outlived its' rated life – in extreme cases where records are not available either in ECL HQ/unit/Project store/ Regional store or in Area Finance Dept./ HQ Finance Dept. & this is applicable for all the Areas & HQs of ECL.

Dear Sir,

Empowered Committee of Functional Directors meet (3rd of 2022) of ECL held on 14.02.2022, has approved following guidelines for surveying off of old used beyond economic repair equipment/P&M items - which have outlived its' rated life - in extreme cases where records are not available either in ECL HQ/unit/Project store/ Regional store or in Area Finance Dept./ HQ Finance Dept but the equipment is physically available. The guidelines are to be followed in addition to normal procedure of surveying off of equipment / P&M items covered by Uniform Policy for Disposal of Scrap (with amendments) & e-waste Policy.

1. The Colliery Engineer (E&M)/ Project Engineer/Incharge - in case of Colliery/Project / other units - shall prepare a certificate – regarding installation and useful life covered by the equipment along with "No Record available" at unit/ project level office. The same shall be duly signed by concerned officials of Technical Department, Store Department and Finance Department.
2. At Area/Establishment level a Committee is to be constituted with:
   i) Depot Officer of the Regional Store/Incharge of MM Dept.
   ii) Area Finance Manager /Incharge of Finance Dept.
   iii) Area Engineer (E&M)/Technical Head – who shall examine the survey off proposal and certify that the concerned old/used and beyond economic repair equipment/P&M items are physically available, out-lived their rated life and for which records are not available at Regional Store and Area Finance Department as well.
3. The Committee will explore the possibility of finding out records pertaining to same/ similar P&M of equal life and if found, the same may form a basis for ascertaining the approximate original purchase value of the P&M- subjected to be surveyed off but having no records.
4. In case the committee fails to get any such comparable case in respect of type and life both, attempt should be made to obtain/ ascertain the purchase value of the subject item during the period of its purchase, from market which may be used as a base value for the above purpose.

5. However, if the committee is unable to ascertain the value through any of the above two methods, it should be properly certified and then in that case a notional written down value may be used for the purpose of survey of report.

6 "Reserve Value" of the equipment will be fixed by the survey off Committee considering the prevailing market value and this is to be approved by the Area General Manager as being done in other cases.

7. For accounting of such asset, an asset code is to be created initially in SAP for recognising the assets at nominal value of Rs 100/- so that disposal of asset can be routed through the asset register.

8 Proper record should be maintained for each such case for the provisional and final survey-off Report

9. The proposed guidelines are to be followed in addition to normal procedure of Surveying off of equipment/ P&M items

These guidelines shall be exercised till further order.

Yours Faithfully

Roy 03/22

GM (E&M) HOD

Copy to:

DT (P&P)/DT(O)/D(P), ECL – for kind information

GM (I&MS)/ CTS to CMD, ECL – for kind information

All HODs, ECL

Company Secretary: This in reference to the ECFDs minutes vide ref no.ECL/C5/27(Z /)/ 3rd of 2022/6 dt 28.02.2022 received through eOffice (Computer No. 695967)

AE(&M), All Areas.ECL

COAL INDIA LIMITED

CORPORATE ENVIRONMENT POLICY

2023

Back Ground:

Coal India Limited subscribes to the view of Sustainable Development. Unless the environment can sustain all the developmental activities, any pursuit of development in isolation can cause irreparable damage to the ecosystem and associated environmental attributes. Keeping this view in mind, Coal India Limited attaches top priority towards sustainable development and approved its 'Corporate Environmental Policy' in December 1995, which was subsequently revised in 2012 and 2018. The present policy is the revision of the Corporate Environment Policy 2018 and is complimentary to the National Environmental Policy, 2006.

This modification in the present policy is the outcome of the experience gained since 2018 keeping in view the modifications / amendments made time to time in environmental policies and additional stipulations notified by MoEF&CC (Ministry ofEnvironment, Forest& Climate Change) and other organizations concerning mine closure, reclamation of degraded land, environmental clearance etc. and also with the objective of revisiting the corporate policy. Government of India is signatory to few international conventions/agreements relevant to CIL amongst others and activities associated with such conventions/agreements are embodied in the present policy

This Policy has a vision of Green Mining and mission of 100% compliance of environmental statutes applicable to coal mining industry.

Policy Statement:

Coal India Limited (CIL) is committed to promote low carbon, sustainable and socially inclusive coal mining by protecting the environment through integrated project planning & design, prevention/mitigation of pollution, conservation of natural resources, restoration of ecology & biodiversity, recycling/ proper disposal of wastes, addressing climate change and inclusive growth. It also aims to bringing awareness amongst its stakeholders for continual improvement in environmental performances following good environmental practices.

Objectives:

CIL shall endeavor to-

1. *Plan & design projects with due consideration to environmental and social concerns for Sustainable Development and reduction in emission intensity of its operations.*

2. *Conduct mining and associated operation in an environmentally responsible manner to comply with applicable laws and other requirements related to environmental aspects.*
3. *Prevent pollution in surrounding habitation by continuous monitoring and adopting suitable measures for environment protection.*
4. *Ensure effective implementation of Environment Management Plans (EMPs) in all our mines / projects to mitigate pollution, conservation of natural resources and restoration of ecology& biodiversity.*
5. *Ensure compliance of all statutory conditions prescribed by regulatory agencies.*
6. *Ensure waste management in each unit on the principle of REDUCE, REUSE, RECYCLE and SAFE DISPOSAL.*
7. *Put special thrusts on efficient energy utilization / renewable energy and other measuresto reduce carbon foot-print.*
8. *Strive for continual improvement in our environmental performances by setting targets, measuring progress and taking corrective action.*
9. *Take measures to gainful repurposing of land and render productive post mining land use for ensuring environmentally sustainable and socially acceptable closure of mine.*
10. *Ensure implementation of activities applicable to CIL arising out of InternationalConventions.*
11. *Create environmental awareness and ensure environmental education among the employees, local communities and other stakeholders through pro-active communication and training.*
12. *Promote R&D projects/innovations addressing various environmental concerns like minimization of carbon footprints of CIL and environmental issues in mining & surrounding areas.*
13. *Ensure transparency in Environmental reporting / disclosure to stakeholders.*

Review of Environmental Policy:

In view of the present fast changing social, economic and environmental scenario, this policy shall be reviewed every 5 years to incorporate the changes in the legal, technical, environmental, economic and social inputs prevailing at that time. Whenever, there is change in National Environmental Policy or other National / State relevant policies, Acts etc, this Corporate Environmental Policy would be reviewed and suitably revised.

प्राप्त किया / RECEIVED
उत्खनन विभाग / EXCAVATION DEPTT.
No. 1228
दिनांक Date 28/10/21
कार्यालय / E. C. L. C.O.
सचिवालय / SANCTORIA

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)
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Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
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Ref. No. ECL:CS:31343-C/02 October 27, 2021

प्रति श्री/To

महाप्रबंधक (उत्खनन)/
General Manager (Excavation),
ई.सी.एल., सांकतोड़िया / ECL, Sanctoria.

महोदय/Dear Sir,

Sub.: Minutes of the 343rd Meeting of Board of Directors of ECL held on 11th October, 2021.

Reproduced below is the relevant extracts from the Minutes of the 343rd Meeting of the Board of Directors of Eastern Coalfields Limited held on 11th October, 2021 with regard to the following:

"343.03(B) Approval of Guidelines of Premature Survey Off.

(i) Director (Technical) Operations apprised the Board on the proposal for approval of Guidelines of Premature Survey Off of HEMMs.

(ii) To a query regarding whether the proposal is in consonance with the CIL guideline or not, Director (Technical) Operations apprised the Board that CIL has circulated the subsidiaries to frame their own guideline for "Premature Survey Off of HEMMs" and BCCL has already framed their guideline for the same and the proposed guideline of ECL is in line with the BCCL's guideline for "Premature Survey Off of HEMMs".

(iii) Chairman directed General Manager (Excavation) to put the concept of 10R's ("Reuse", "Refuse", "Recycle", "Repurpose", "Refill", "Reinvent", "Repair", "Reduce", "Recognize" and "Refurnish") in the premature survey off guideline of ECL and the Premature Survey-off Committee of HEMMs must evaluate the asset under the purview of 10R's before monetization of assets.

(iv) In view of the above and details as brought out in the agenda, Board after detailed deliberation approved the Guidelines of Premature Survey Off with inclusion of "10R concept" in the guidelines."

Original papers/file(s) on the above proposals bearing Item No. 343.03(B) were delivered to your Department on 09.10.2021.

This is for your kind perusal.

धन्यवाद/Yours faithfully,

(रामबाबू पाठक)
(Rambabu Pathak)
प्रबंधक (विनियमनी सचिव
Manager (Finance)/Company Secretary

ITEM NO: 343.03(B) 343.03(B)/1

Note for the 343rd Meeting of the Board of Directors of ECL

Approval of Guideline of Premature Survey Off.

A. In CIL, HEMM are presently being surveyed off based on "Survey off Norms of HEMM" approved by CIL Board in its 383rd meeting held on 8th May, 2019. However, there are some equipments which are under long breakdown and thus cannot satisfy the Survey off Norm and in turn cannot be processed for survey off. There is no return from these long breakdown equipments but they remain in the asset register.

B. Reason of Long Breakdown.

i Obsolescence. No support from OEM.

ii. Beyond Economical Repair: The repair cost becomes very high with rest to balance life.

iii. Accidental damage: Structural damage occurring due to accident / fire, making the machine unsafe and also BER.

iv Non Performing Machines. Sometimes it has been observed that some models starts malfunctioning after certain period and in spite of best effort, it does not become reliable.

C. Due to absence of any standard guideline to deal with these special cases, most of the equipments remain breakdown for long time.

D. CIL Board vide letter Ref. No: CIL/X(D). 04121:2018:22148 dated 16.11.18 advised to analyse the assets which are not in use and take appropriate actions either to utilise the assets or dispose of the same.

E. The matter was discussed at different levels. On behest of all the subsidiaries, CIL constituted a committee vide Office Order dated 19.12.19 for framing working guideline of premature survey off/write off of HEMM. The committee after detailed deliberation prepared a Guideline for Premature Survey off (Copy enclosed as Annexure A).

The committee report on "Guideline for Premature Survey off" was placed before 135th S. 136th CMDs' Meet.

F GM (E&D), CIL vide letter Ref. No CIL/EHD/63/179, dated 16.12.2020 has communicated that, as per Policy for Scrap Disposal, approved by CIL Board, all cases involving disposal of mining equipment/HEMM/P&M with premature failures will attract the approval of Board of Directors of concerned Subsidiaries.

Individual subsidiary company Board is already empowered for premature Survey off as well as disposal of HEMM as per above provision.

It was also mentioned in the letter that, any working guideline/SOP for premature Survey off of HEMM, if required, may be decided by the subsidiary company as per their requirement (Copy enclosed as Annexure-B).

G. BECL has also prepared a guideline in this regard which has been approved by BCCL Board.

H. Working Guideline for Premature Survey off is very much required to streamline the existing fleet, for realistic assessment of departmental capacity and to initiate action for replacement of the long breakdown equipment.

The following may kindly be noted:

343.03(B)/2

1. As no guidelines for premature survey off was in vogue at CIL, there is considerable number of long breakdown equipment which cannot be re-commissioned.

   These equipments are breakdown for years. In spite of no return from the equipments, they are maintained in the asset register. During mine capacity calculation, capacities of these equipments for shovels and dumpers are considered by CMPDI. Thus the attempt for realistic assessment of capacity gets distorted and in turn decreases the capacity utilization of the subsidiary. Thus to have real assessment of mine capacity, these dead assets have to be prematurely surveyed off for which a properly documented guideline is required.

2. Survey off of HEMM and disposal of scrap at all subsidiaries of CIL are done as per approved guideline of CIL. Similarly, premature survey off also requires a guideline. Though premature survey off is not at all desirable, but in some cases it becomes inevitable. If a proper guideline is framed then subsidiaries can initiate the process of premature survey off instead of allowing the machine to remain as junk for years after years. Once premature survey off is approved, further action can be taken for its replacement. Only then capacity addition will take place in real sense. Otherwise a dead capacity without any return will be carried forward for years. Also the junk can be sold as scrap.

3. Once the guideline is in place it is easier to reply to the often asked queries that whether all the guidelines has been followed or not. In absence of any such guideline it is difficult or inappropriate to comply with these queries.

4. Existence of a guideline will also help Competent Authority to take a decision.

Now CIL has clearly observed that any working guideline/SOP for premature survey off of HEMM, if required, may be decided by the subsidiary company as per their requirement.

Accordingly, the Guideline of CIL's Committee and Guideline of BCCL was studied. Both the Guidelines were almost same with minor differences. Considering both, the Guidelines to be followed at ECL has been formed (Copy enclosed as Annexure-C).

Observation of Finance:

As observed by Finance, the key highlights of the proposed Guidelines for Premature Survey off has been attached herewith (Copy enclosed as Annexure-D).

Also list of HEMM (Dumper- 26 Nos., Shovel- 5 Nos.; Drill- 2; Grader- 1) which are waiting for premature survey off has also been attached herewith (Copy enclosed as Annexure-E).

These equipments are under long breakdown but their capacity is counted in mine capacity. This is affecting realistic capacity assessment of ECL and in turn reducing the capacity utilisation.

Once Premature Survey off is approved, further action can be taken for its replacement. Only then capacity addition will take place in real sense. Otherwise a dead capacity without any return will be carried forward for years. Also the junk can be sold as scrap.

The proposal has been agreed and recommended by Director (Technical), Operations and Director (Finance) and approved by Chairman-cum-Mg. Director for placing before the ECL Board for approval (Copy enclosed as Annexure-F).

In view of the above, the proposal for approval of Guideline for Premature Survey off as given in Annexure-C of the agenda, is placed before the Board for consideration and accord of approval.

Encl. Annexure-A to F.

COMPANY SECRETARY

ANNEXURE-C
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GUIDELINES FOR PREMATURE SURVEY OFF/ WRITE OFF OF HEMM FOR OBSOLENCE AND LONG BREAKDOWN

All HEMM of ECL open cast mines are to be surveyed - off as per approved survey off norms of CIL. However, in exceptional cases companies may propose for premature survey – off / write off observing following guideline, in case any equipment is unused for a long period.

Procedures to be followed for premature survey – off

Long breakdown equipment is to be classified in two major categories as mentioned below:

A. Obsolence of model declared by manufacturer / discontinuance of spare parts support from OEM/OEM not responded / traceable.
B. Beyond Economic Repair (BER) due to
   i. Damage due to unforeseen incident or accident,
   ii. Non – availability of spare parts on time and its cumulative effect

The following procedure is to be adopted for premature survey off / write off of HEMM.

Common Procedure for both categories A & B:

Assessment:

1. 1st level assessment
   The Project Engineer shall arrange a joint inspection of the long breakdown equipment with OEM, if available. In case OEM is not responding or not traceable, an internal assessment is to be made after recording such phenomenon.

   Based on the inspection report, the Project Engineer shall prepare repair estimate after assessing spare parts requirement as well as volume of repairing job to be carried for re – commissioning of the breakdown equipment.

   Major categories of long breakdown HEMM need to be classified as per Joint Inspection Report with OEM.
   OR,
   If OEM not responded / traceable, the classification is to be made through internal assessment by the committee of 2nd level assessment.
2. 2nd level assessment:
   A standing committee for survey off of HEMM at Area level is to be constituted comprising Area Engineer(EXCVI, Head of MM Dept. and Finance Dept. of the Area, Engineer – In – Charge of Project/ Mines. This committee shall be in line with the committee as mentioned in the "CIL Policy for Disposal of scrap" pt. no. 3 "Procedure for identification of Unserviceable Equipment ...." The committee will take assistance from OEM of Equipment, if available.

   The scope of committee will be as mentioned below

A Comprehensive cost assessment for recommissioning considering availability of spare parts

B In case, equipment crossed normative years of survey off, the safety features of equipment is to be assessed w.r.t. present advisory / directives of DGMS / Statutory Authorities or Structural distortion as well as feasibility for recommissioning.

If long break-down equipment is found to be unsafe to use w.r.t. advisory / directives of DGMS / Statutory Authorities or structural distortion then exploring of availability of spare parts is not required

Explanation

If the equipment is unsafe for operation due to structural distortion, such equipment shall not be evaluated for declaring as BER (beyond Economic Repair).

If the equipment is unsafe for operation due to major deviation from DGMS safety norms and other statutory guidelines the total repair estimate shall be evaluated on the basis of refurbishment cost of equipment including cost of fitment / reclamation and technology up-gradation as per requirement mentioned above

Exploring Spare parts Inventory:

3 A Availability of spare parts to be explored from inventory of Unit store/Area Store of Mines / Central Store / other Area's Store in the time bound plan of 1 month by Project Engineer / Area Engineer.

B Availability of spare parts also to be explored from other subsidiary company's through e-mail/e-office as stated below

An e-mail/e-office communication from ECL Hq is to be sent all other subsidiary companies twice at an interval of 10 days. If response is not received in two communications, the last e-mail after interval of 15 days will be sent with a comment that if the response is not received in 10 days, it shall be presumed that the required spare parts are not available or spareable from individual subsidiary's end.

The case shall be processed based on the availability of spare parts as above

For category Type A:

Obsolence of model by manufacturer / discontinuance of spare parts support from OEM / OEM not responded / traceable

4 If no OEM's response is available for last inspection of Equipment, same is to be recorded by 3 communications.

If such OEM's are not ave supplier of Equipment or spare parts for last 3 years at Mine / Area level, the information may be escalated at ECL Hq for needful and ECL Hq shall facilitate the record for non-response in this regard.

5 If OEM's response are available and certifies that they are unable to provide critical spare parts support, such equipment model shall be considered for premature surveyed off for min—

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availability of spare parts & service support from OEM. However this will be subject to fulfillment of the provisions of contract/Purchase Order against which the particular equipment procured or Work Order placed against this equipment

In addition to above, the status regarding spare parts and service support from OEM of such equipment model at other subsidiary companies is required to be explored. In this regard, an email / e-office communication is to be made by the company. Hq. with time frame of 10 days with a copy to CIC Hq for follow up.

If no response is obtained after 10 days, the company shall intimate through 2nd communication with a comment that "if the response is not received in next 10 days, it will be presumed that the equipment model is not in rol of the subsidiary company OR spare parts and service support are not available at the individual subsidiary's end".

For Category Type B:

Beyond Economic Repair due to

i. Damage due to unforeseen incident or accident,

ii. Non-availability of spare parts on time and its cumulative effect

Norms for pre mature survey off:

Damage due to unforeseen incident OR accident		Safety features and structural distortion of equipment is to be assessed as well as feasibility of recommissioning with cost economics
Non-availability of spare parts on time and its cumulative effect		Completed 50% or more of rated life in hours and completed survey off life in years

Timeline for identification of HEMM qualified for premature Survey off in terms of year for "Beyond Economic Repair" for Categories:

Damage due to Unforeseen incident OR Accident	Within 6 months of breakdown
Non availability of spare parts on time and its cumulative effect	Within 1 year of breakdown for Domestic OEM
	Within 1 ½ years of breakdown for overseas OEM

5. On the basis of joint inspection report as mentioned in pt. no. 1. budgetary offer is to be obtained from OEM, the estimated cost involvement for re-commissioning is to be evaluated w.r.t. new equipment cost

The following procedure shall be followed for declaration of equipment as Beyond Economic Repair (BER):

i. An estimated repair cost of recommissioning of equipment is to be prepared for successful commissioning of the equipment.

i The new equipment cost excluding Taxes and coverage of contracted spare parts (if any) in the Last Purchase Price (LPP) shall be considered as replacement cost as under.

a. Last Purchase placed within last 5 years at any subsidiary company of CIL

b. If LPP is not available with any subsidiary company of CIL, the cost of equipment to be explored from purchase order price outside CIL. The practice for procurement of new item/equipment followed by Material Management Dept shall be adopted in this case through e-mail twice at the interval of 30 days.

c. If such purchase order is also not available then cost of similar size / capacity equipment may be considered.

ii A percentage of remaining life of the equipment (P_{rem}) w.r.t. total rated life in terms of normative hours of survey off norms as per Equipment type & size to be worked out as below

P_{rem} = [Normative survey off life in hrs) − (progressive working Hour)] X 100

(Normative survey off life in hrs) =

iv. The percentage derived (P_{rem}) above is to be applied to the cost of replacement of the same equipment as obtained at point (i) of the above i.e. the weighted cost for the remaining life for replacement at that point to be calculated as under.

Weighted cost for remaining life (C_{rem}) = Replacement cost as per point (i) X P_{rem} / 100

v If the amount determined as above (C_{rem}) is less than the estimated repair cost (as derived in pt (i)), the repair job may be treated as uneconomical i.e. Beyond Economic Repair. The maximum expenditure limit under uneconomical category is fixed as 40% cost of replacement equipment

Example:

"Maximum 40% of replacement cost of equipment excluding Taxes", if the equipment has covered its life in terms of normative working hours 50% or more if the life covered is more than 60% of normative hours of survey off norms then proportionate lower expenditure to be done as per example in next column.	If an equipment covers 61% of its life in terms of working hours of survey off norms, maximum repairing cost would be 39% of replacement equipment excluding Taxes
The long breakdown equipment which covered 95% of normative working hours of survey off, the equipment shall declared BER only, if the expenditure for recommissioning is more than 5% of the cost of replacement equipment.	

Common Procedure for both categories A & B for obtaining approval –

7. Any proposal of survey off of HEMM including premature survey off is to be placed before the Area level Standing constituted committee by the project/mine.

8 The area level committee inspects the equipment physically and goes through all the records of the equipment. The committee shall scrutinize the proposal of pre-mature survey off and the recommendation of committee is to be made in clear terms indicating the reasons.

9. The recommendation of the Area level committee along with filled up check list / format, as enclosed with this guideline, shall be placed to Area General Manager after vetting of Area Finance Manager. Thereafter, the proposal is to be sent to ECL hq.

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10) Technical department at FCL Headquarter shall scrutinize the proposal with associated records received from Area/ Project and final recommendation indicating nature of pre-mature survey off/ write off is to be made

11) The recommendation of Technical Department regarding premature survey off/ write off is to be finally approved by FCL Board

Other General Terms & Condition:

1. Area Engineer shall review at monthly interval with Engineer – in – charge of OC Mine specifically regarding re commissioning of all breakdown equipment for more than 6 months and arrange for joint inspection with OEM and other actions required so that the machines can be identified for re-commissioning or such pre-mature Survey off.
   FCI Headquarters Technical department will be nodal for monitoring of breakdown equipment more than 3 months at quarterly interval and same is to be recorded for machine wise updated actions.
2. If any contractual obligation pertaining to conditions of Purchase Order / work Order is pending for the related equipment or any such equipment are under litigation, those equipment will be out of purview for pre-mature survey off till the same is sorted out
3. Final approval of premature survey off / write off will be accorded by the CCL Board. The intermediate authority for vetting / recommendation is to be decided by the CMD except the condition as mentioned below
   In case Equipment, which have not completed their normative life in terms of years (attributing to not attaining written down value as 5% of the subject equipment procurement cost i.e. Equipment out fully depreciated), the proposal is to be routed through company Audit committee for vetting
4. All premature survey off proposals be regulated as per the aforesaid broad Guidelines along with simultaneous grounding.
5. However, in some specific cases, where it is felt to have any change from the above guidelines, specific approval of CMD will have to be obtained before initiating such action, detailing the reasons as to why such deviation from the above guideline has become necessary.
6. As no guideline on pre-mature Survey off was in vogue at CIL, there is considerable nos. of long breakdown equipment in depleted condition and possibility for revival is bleak. As one time exception, such equipment shall be considered for pre-mature Survey-off subject to fulfillment of following condition as below:
   A The equipment, which is under long breakdown for more than 5 years or breakdown for 50% of normative years of Survey off, whichever is higher and unsafe for use w.r.t. DGMS safety norms, statutory guidelines and/or due to structural distortion

   OR

   B The equipment, which have covered normative years of survey off life and 60% of normative hours of survey off life and under long breakdown for more than 3 years

   This exception shall be exercised within 1 year only from the date of circulation of this guideline and cannot be made as precedence for repetitions for the above exception.
7. After Obtaining final approval of pre-mature survey off of equipment model on the basis of unavailability of spare parts and service support from OEM, same is to be communicated to other subsidiary companies under intimation to CIL, so that the same may be considered for pre mature survey off at other subsidiary companies accordingly except such equipment surveyed off as per pt. no. 5 & 6 mentioned above.

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CHECK LIST/FOMAT FOR PREMATURE SURVEY OFF OF EQUIPMENT

1. EQUIPMENT DETAILS

Sl.	Item	Description
1	Project/Mine	
2	Equipment Make & Model	
3	Size/Capacity	
4	CIL Plant No.	
5	Manufacturers' Sl.No	
6	Dt of Commissioning	
7	CIL Norms For S/Off	
	Years	
	Hours	
8	Life Covered as on date	
	Years	
	Hours	
9	Breakdnwn Details	
	Dt of Breakdown	
	Hours at Breakdown	
	Reason of Breakdown	

2. IDENTIFICATION OF EQUIPMENT BY THE PROJECT

1	Obselence of mndel	A/B/C /No1
	A. Declared by the manufacturer	Applicable
	B. Discontinuation of spare parts & Service Support from OEM	*Please tick
	C. OEM nor responding / traceable	appropriate box
2	Machine beyond economic repair	
	a. Due to accident or unforeseen incident	Yes/No
	b. Non Availabijity of spare parts in time and its cumu ative effect	Yes/No

3. 1ST LEVEL ASSESSMENT BY THE PROJECT

1	Joint inspection carried out at the Project with OEM	Yes/No
2	Departmental inspection carried out at the Project without OEM	Yes/No
3	Details of the repair estimate [spare cost (Rs) + repair cost (Rs.)]	

4. 2ND LEVEL ASSESSMENT BY THE AREA

Members of the Stand ng Committee at the Area

1	Area Engineer (Excavation)	
2	Head of MM Dept	
3	Head of Finance Dept	
4	Engineer In-Charge of Project/Mine	

Observation of the Standing committee

1	Comprehensive Cost Assessment for recommissioning carried out by the committee considering spare parts availability	YES/NO
2	Total repair cost recommended by the committee (Rs.)#	
3	Is the equipment unsafe for operation due to structural distortion,	YES/NO
4	Is the equipment crossed normative years of survey on norms and assessment on the basis DGMS safety norms/ statutory guideline directives considered	YES/NO

#The cost assessment must comprise total refurbishment cost of equipment including cost of fitment / rectification and technology upgradation as per requirement of DGMS safety parameters.

Spare parts availability

1	Availability explored at Unit Stores/ Area Store/Central Store/Other Area's Store of the Company (within one month)	YES/NO
2	Availability explored at other subsidiaries / other companies (to be sent twice at an interval of 10 days, if no response final communication after 15 days)	YES/NO

5. **Life Covered**

1	Is the equipment completed 50% or more of rated life in hour and completed survey of life in years	Yes/No
2	% of life covered in terms of Hours	

6. **Replacement Cost**

Last Purchase Price/ Replacement cost of equipment obtained from-	
A Last Purchase Order placed within last 5 years at any subsidiary company of CIL	
OR	A/B/C
B. Purchase Order price outside CIL.	
OR	
C. Cost of similar size/ capacity equipment	

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7. CALCULATION OF REMAINING LIFE & WEIGHTED COST

a. Percentage of remaining life:

P (rem) = [Normative life in hrs – Prog. W/hrs) * 100
[Normative life in hrs]

= .....(to be calculated).....

b. Weighted cost of remaining life

C (rem) = Replacement cost * P(rem)
100

= .....(to be calculated).....

Permissible limits for declaring UER

a. Maximum 40 % of replacement cost, if machine covers 50% or more life in hours.

b. If Equipment covered more than 60% life in hours, proportionate expenditure of remaining % of life to be considered for declaring BER.

c. Repairing cost will be 5% of replacement cost where equipment covered 95% or more life in terms of normative hours.

ANNEXURE -'D'
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ANNEXURE

IS OF GUIDELINES FOR PREMATURE SURVEY OFF/ WRITE OFF OF HEMM FOR OBSOLENCE AND LONG BREAKDOWN

Procedures to be followed for premature survey – off

Long breakdown equipment is to be classified in two major categories as mentioned below:

A. Obsolence of model declared by manufacturer / discont nuance of spare parts support from OEM/OEM not responded / traceable
B. Beyond Economic Repair (BER) due to
   i. Damage due to unforeseen incident or accident,
   ii. Non – availability of spare parts on time and its cumulative effect

The following procedure is to be adopted for premature survey off / write off of HEMM.

Common Procedure for both categories A & B:

Assessment:

1. 1st level assessment:
   The Project Engineer shall arrange a joint inspection of the long breakdown equipment with OEM, if available. In case OEM is not responding or not traceable, an internal assessment is to be made after recording such phenomenon.

   Based on the inspection report, the Project Engineer shall prepare repair estimate after assessing spare parts requirement as well as volume of repairing job to be carried for re commissioning of the breakdown equipment.

   Major categories of long breakdown HEMM need to be classified as per Joint Inspection Report with OEM,
   OR,
   If OEM not responded / traceable, the classification is to be made through internal assessment by the committee of 2nd level assessment.
2. 2nd level assessment
   A standing committee for survey off of HEMM at Area level is to be constituted comprising Area Engineer(EXCV), Head of MM Dept and Finance Dept. of the Area, Engineer – In – Charge of Project/ Mines

   The scope of committee will be as mentioned below:

   A. Comprehensive cost assessment for recommissioning considering availability of spare parts
   B. In case, equipment crossed normative years of survey off, the safety features of equipment is to be assessed.

If long break-down equipment is found to be unsafe to use w.r.t. advisory / directives of DGMS / Statutory Authorities or Structural distortion then exploring of availability of spare parts is not required.

Exploring Spare parts Inventory:

3. A. Availability of spare parts to be explored from inventory of Unit store/Area Store of Mines / Central Store / other Area's Store in the time bound plan of 1 month by Project Engineer / Area Engineer.
   B. Availability of spare parts also to be explored from other subsidiary company's through e-mail/e-office as stated below:

For category Type A:

Obsolence of model by manufacturer / discontinuance of spare parts support from OEM / OEM not responded / traceable

4. If no OEM's response is available for Joint Inspection of Equipment, same is to be recorded by 3 communications
5. If OEM's response are available and certifies that they are unable to provide critical spare parts support, such equipment model shall be considered for premature surveyed off for non – availability of spare parts & service support from OEM.
6. In addition to above, the status regarding spare parts and service support from OEM of such equipment model at other subsidiary companies is required to be explored

For Category Type B:

Beyond Economic Repair due to

i. Damage due to unforeseen incident or accident,
ii. Non-availability of spare parts on time and its cumulative effect

Norms for pre mature survey off:

Damage due to unforeseen incident OR accident	Safety features and structural distortion of equipment is to be assessed as well as feasibility of recommissioning with cost economics
Non-availability of spare parts on time and its cumulative effect	Completed 50% or more of rated life in hours and completed survey off life in years

Timeline for identification of HMM qualified for premature Survey off in terms of year for "Beyond Economic Repair" for Categories:

Damage due to Unforeseen incident OR Accident	Within 6 months of breakdown
Non-availability of spare parts on time and its cumulative effect	Within 1 year of breakdown for Domestic OEM Within 1 ½ years of breakdown for overseas OEM

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i. An estimated repair cost of recommissioning of equipment is to be prepared for successful commissioning of the equipment.

ii. A percentage of remaining life of the equipment (P_{rem}) w.r.t. total rated life in terms of normative hours of survey off norms as per Equipment type & size to be worked out as below.

P_{rem} = (Normative survey off life in hrs) - (progressive working Hour) X 100
(Normative survey off life in hrs)

Weighted cost for remaining life (C_{rem}) = Replacement cost as per point (e) X P_{rem}/100

iii. If the amount determined as above (C_{rem}) is less than the estimated repair cost [as derived in pt (i)], the repair job may be treated as uneconomical or Beyond Economic Repair. The maximum expenditure limit under uneconomical category is fixed as 40% cost of replacement equipment.

The recommendation of the Area level committee along with filled up check list / format, as enclosed with this guideline, shall be placed to Area General Manager after vetting of Area Finance Manager. Thereafter, the proposal is to be sent to ECL Hq.
Technical department at ECL Headquarter shall scrutinize the proposal
The recommendation of Technical Department regarding premature survey off/ write off is to be finally approved by ECL Board

Other General Terms & Condition:

1. As no guideline of pre-mature Survey off was in vogue at CIL, there is considerable nos. of long breakdown equipment in depleted condition and possibility for revival is bleak. As one time exception, such equipment shall be considered for pre-mature Survey-off subject to fulfillment of following condition as below:
   A. The equipment, which is under long breakdown for more than 5 years or breakdown for 50% of normative years of Survey off, whichever is higher and unsafe for use w.r.t. DGMS safety norms, statutory guidelines and/or due to structural disturbance.

   OR

   B. The equipment, which have covered normative years of survey off life and 60% of normative hours of survey off life and under long breakdown for more than 3 years.

   This exception shall be exercised within 1 year only from the date of circulation of this guideline and cannot be made as precedence for repetitions for the above exception.
2. After Obtaining final approval of pre-mature survey off of equipment, model on the basis of unavailability of spare parts and service support from OEM, same is to be communicated to other Subsidiary companies under intimation to CIL.

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)

(A Govt. of India Undertaking)

Date: 23.08.2024

Ref. No. ECL/HQ/EXCV/24-25/ 41/1019

To
The Area Engr (Excv)/ GM (Excv)
SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

Subject: **Regarding issue of Filters and coolants for HEMMs.**

Dear Sir,

It is noted that the Engine & Transmission maintenance are being done as scheduled. However, the periodical maintenance of other systems are not being done in time, thus leads to overstock of items such as the coolant, bypass filter, AC element (inner and outer), pilot filter, magnetic strainer, hydraulic filters and compressor filter of the drill, etc at NCES.

So, you are requested to do all the maintenance as per OEM recommendation and also ensure the proper recording of the same.

23/08/2024

Gr. GM(Excv)
ECL,HQ

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)

Ref. No. ECL/HQ/EXCV/24-25/41/398 Date :18.04.2024

To
The GM Vigilance
Barachak House
ECL

Sub: **Standardized NIT for repairing work of less than Rs. 2 lakhs.**
Ref. letter No.-**ECL/VIG/GM/24/2024/427 dtd. 21.03.2024**

Dear Sir,

As advised, Standardized NIT has been formulated in line with standard guidelines and company manual for repairing works of less than Rs. 2 lakhs. The copy of the same has been circulated to all Areas to follow Standardized NIT with immediate effect.

The same will be followed till receipt of any standard NIT from ECL/CIL.

18/4/2024
Gr.GM(Excv)
ECL,HQ

SAMPLE NOTICE INVITING QUOTATION FOR ESTIMATED VALUE OF TENDER LESS THAN RS. 2 LAKHS FOR EXCAVATION DEPARTMENT

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)

LETTER HEAD OF CIL/SUBSIDIARY AS THE CASE MAY BE

Ref.No. **Date:**

TENDER NOTICE

Sealed tenders are invited in single stage single envelope/cover system. The invitation for bid is open to all bidders, including an individual, proprietorship firm, partnership firm, company and any legal entity having eligibility to participate as per eligibility stipulated in the NIT.

Sl.No.	Description Of Work	Location	Estimated Value (₹) Incl.GST	Earnest Money Deposit (EMD) In ₹	Time Of Completion (In Days)

SCOPE OF WORK:

1.
2.
3.
..

PRICE SECTION:

Sl.No.	Description Of Work	Approx. Quantity	Firm Quoted Rate (₹)	Firm Quoted Amount (₹)
A	**Items**			
1				
2				
3				
4				
B	**Labour Charges Including PF@.....**			
C	**Sub Total=A+B**			
D	**Add:GST@..... Sub Total(A+B)**			
	Grand Total=C+D			

TIME SCHEDULE OF TENDER:

Sl.No.	Particulars	Date	Time
Collection Of Tender Document	**Start Date**		
	End Date		
Bid Submission	**Start Date**		
	End Date		
Bid Opening Date			

1.TYPE OF TENDER

Tenders are invited in **single stage single envelope/cover system** with the TENDER NUMBER, DUE DATE OF OPENING, NAME OF WORKS and it should be put in the tender box provided in the office of Area Engineer (Excavation) upto 3:00 pm. Quotation will contain price bid only including charges for job/work in break up form, indicating actual cost of individual materials along with grade and quantities, labour, charges, taxes, profit, testing, etc charges, and any other charges for arriving at total landed cost. Rates must be quoted in figures as well as in words, duly signed with seal. Technical Parameters, documentary evidence in supporting of credentials for past work experience supported with work order copies in same/ similar job and commercial terms and conditions and description of job and scope of work as mentioned above. Tender document will be available from the office of the Area Engine (Excavation). It will be supplied on free of cost on demand subject to be available to show all the relevant documents on above schedule working days except Sunday and Holiday and on Saturday from 10 AM to 12:30 PM. Also tender document will be available from the website of www.easterncoal.gov.in. Date of receipt of quotation/ bid will be on date…… from …..to…..… and the tender will be opened on …….. at…… in presence of tender committee.

2.TENDER EVALUATION.

The documents submitted by bidder will be evaluated by the tender committee. L-1 bidder qualified in technical scrutiny and if it confirms to all of the NIT terms and conditions by the bidder then the bidder will be eligible for award of Contract. In case the tender committee finds that there is some deficiency in submitted documents or in case corresponding document have not been submitted by the L-1 bidder, then the same will be specified by Evaluator clearly indicating the omission/shortcomings in the submitted documents and indicating start date and end date allowing seven days (7 X 24 hours) time for resubmission by L-1 bidder. The L-I bidder will get this information on the address and email ID provided on his letter head, but it will be the bidders responsibility to check the information on their email ID or address. No separate communication will be required in this regard. Non-receipt of email and letter will not be accepted as a reason of transmission of documents within prescribed time. The L1 bidder will submit the copy of specified documents in support of the information/ declarations furnished by them online within the specified period of 07 days. No further clarification shall be sought from L-I bidder.

In case the L-I bidder fails to submit requisite documents as per NIT or if any of the information/declaration furnished by L-I bidder is found to be wrong by Tender Committee during evaluation of documents submitted by bidder, than his bid shall be rejected and EMD of L-I bidder will be forfeited and tender shall be re-tendered (with the same or different quantity as per the instant requirement).

3. **SCHEDULE OF JOB /WORK COMPLETION PERIOD /DELIVERY:** To be mentioned by Area

4.**PERFORMANCE GUARANTEE**-To be mentioned by Area based on nature of work.

5**. PAYMENT TERMS** -95% payment will be made within 21 days after successful completion of orders of work and delivery of the same at our site after submission of bill duly certified by the Engineer-in-charge (Excavation) and rest 10% after completion of the above performance guarantee period. The amount of CMPF/EPF will be given at the time of submission of Final Bill along with proper and valid CMPF/EPF Registration Certificate.

6.**PAYMENT MODE**-Payment should be done through RTGS/NEFT, for which necessary information has to be furnished by the firm.

7.**VALIDITY OF OFFER**-120 days from the date of opening of the tender.

8.**ELIGIBILITY CRITERIA**.

A. The intending tenderer must have experience of successful completion of following work during last seven years in Public Sector/Central Govt./State Govt./Subsidiary of Coal India Limited for the same or similar type of repair job.
To substantiate similar nature of job, satisfactory Work Completion Certificate issued by the employer against the experience of similar work or Work order copy along with proof of actual date of completion or any other document shall be submitted. In case the firm has submitted similar works credential, it should comply the following:

Three similar type of repairing works of HEMMs each costing not less than the amount equal to **40%** of the estimated cost.

OR

Two similar type of repairing works of HEMMs each costing not less than the amount equal to **50%** of the estimated cost.

OR

One similar type of repairing work of HEMMs costing not less than the amount equal to **80%** of the estimated cost.

B. Photocopy of valid **PAN**
C. Photocopy of Valid **GSTIN**.
D. Photocopy of valid **CMPF Certificate**.

No document will be considered by the tender committee after scheduled date & time of dropping of the tender. Experience for those works only shall be considered for evaluation purposes, which match eligibility requirements, stipulated above, on or above before the last date of month previous to one in which tender has been invited. The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation.

9. PENALTY CLAUSE.

In case of delay in the job/work completion and late delivery of the ordered materials by you, penalty should be imposed @ **0.5% per week** delay or part thereof subject to a maximum of 10% of the total work order value. However, ECL management reserves the right to consider for the extension of time if it is necessary under some unavoidable circumstances and adverse conditions. If the execution of the job is abandoned by contractor, the same will be completed with prior intimation to the contractor by other agencies as per prevailing at the contractors cost.

10. CONSIGNEE- Depot Officer.....Area

11. PAYING AUTHORITY- Area Finance Manager…..Area

12. EARNEST MONEY DEPOSIT

The earnest Money is to be deposited through NEFT/RTGS or in the form of Demand Draft in favour of "…… payable either in ……..

The earnest money shall be refunded to the unsuccessful tenderers after finalization and award of work and shall bear no interest. The Earnest money deposit for tenders should be **1.25%** of estimated value of work put to tender, rounded off to next hundred. Those who are MSEs are exempted from earnest money after providing documentary evidence issued by National Small Industries Corporation/Udyog Aadhaar Memorandum provided the job is of Service nature. If the job is of Work Nature, full payment of Earnest Money needs to be deposited. This shall be deposited in the manner as described in the procurement guidelines. Earnest money received in the form of Bankers Cheques/Bank Draft shall be deposited to the associated Accounts Department. There shall be no EMD in case of Single Tender. The EMD shall be retrieved after deposition of Security Deposit.

13. SECURITY DEPOSIT –

Security Deposit consists of two parts :

a. Performance Security to be submitted at award of Work **@5%** of Work Order Value which will be returned after successful completion of the warranty period.

b. Retention Money is to be recovered from running Bills **@ 5%** of the Work Order Value. Security deposit should be submitted within 21 days of issuance of LOA/ Work Order. The Security deposit shall be returned against completion of work/job and submission of Bills. The security deposit shall bear no interest

14. TOOLS , TACKLES, MANPOWER & MATERIALS- All tools & tackles, manpower & required materials like electrode, MS Pipe, angle, MS plate and other consumables etc. shall be provided by the vendor for the completion of the above mentioned jobs at their own cost and expenditure. Only electricity will be provided departmentally by ECL on demand basis, if requires.

15. WORK SITE-The above mentioned repair jobs to be done at our site or the work site may be changed, if required as per the decision of the Management any time at any stage. In such case, if the job is to be done out of our site, then the job will be routed through Area/Unit Store,…..Area ,Consignee:DEPOT Officer,…..Area. To and fro transportation shall be borne by the vendor at their own cost and expenditure. No to and fro transportation will be provided by the ECL.

16. SAFETY-

Complete safety of the manpower deployed by you for the above jobs at our site will be yours responsibility only. You will be responsible for any compensation/loss of life/injuries of your manpower and the management shall have no liability whatsoever in this regard.

No medical aid will be provided to the contractor and his workers/staffs by ECL management. It shall be the responsibility of the contractor to ensure that every workman deployed by him for completing the contract has undergone BASIC TRAINING or REFRESHER TRAINING and initial Medical Examination by mines act 1985. All manpower deployed by you for repairing should wear safety helmet, safety jacket and safety shoes etc. It will be your prime responsibility to fully comply with DGMS circulars. All other terms and conditions and safety rules of ECL will be applicable.

17. FINAL INSPECTION : The final inspection of the said job will be carried out by Engineer-in-charge (Excavation) of the project.

18. SITE VISIT: Before submission of offer, the bidder at their own cost and responsibility can visit the site with due permission of concerned HOD. They are expected to go through the requirement of materials/manpower, specifications etc. and it shall be deemed fit that they have visited the site and got fully acquainted with the job.

19. The Company reserves the right to postpone/extend the date of receipt and opening of the tender or to reject the tender partly or wholly without assigning any reason whatsoever.

20. ECL would not be liable for any compensation due to stoppage/change in scope of work due to local disturbances, change in Govt. Policy, Law and any other judiciary obstruction or delay by an outside element /agency.

21. Other terms & conditions of ECL for contractual work will also be applicable.

22. Terms and conditions as per the latest & updated company norms will be applicable and acceptable by bidder at any time.

23. The firms are requested to submit the job/work cost in breakup form, indicating actual cost of electrodes along with rates and quantities, material cost, labour charges, taxes (GST), testing etc charges etc.

24. The quotation must be typed. Handwritten quotations are not acceptable. Quotation erased and overwriting will be rejected unless corrections are authenticated with the tenderers signature. All documents submitted by the tenderer(s) are to be authenticated with the tenderer signature and seal.

25. Payment of wages including CMPF/EPF/ESI etc to workmen as per present Minimum Wages Act (Relevant/Applicable) has to be made through Nationalized Bank only. The GST will be applicable as per rule.

26. The other terms and conditions of NIT not covered under this document will be as per the manual of civil engineering works (MCEW) of CIL and Manual for e-procurement of Works and Services in CIL and subsequent amendments thereafter, which may be seen on www.coal india.in and www.easterncoal.nic.in

27. The contract may be terminated by the Company if it is found that the information furnished at the time of tender were false and action may be taken as per standing terms and conditions of ECL.

28. Bank account details with IFSC Code are to be provided in the bid.

Area Engineer(Excvation)
……. Area

Distribution:

- CVO, ECL, Sanctoria for kind information
- Addl GM/AFM
- Engineer-in-charge(Excavation),…..project

- Asansol Chamber of Commerce,54 GT Road (East), Murgasol , Asansol, Pin-713303
- Raniganj Chamber of Commerce , BP Kahitan Road, Post Box 5, Raniganj, Dist. Burdwan, Pin-713347
- Notice Board,….Area

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पो.आ.- दिशेरगढ़,
जिला- पश्चिम बर्धमान, पश्चिम बंगाल-713333
प्रधानी विभाग
सी. आइ. एन.- U10101WB1975GOI030295
वेबसाइट- www.easterncoal.nic.in
एक ISO 9001,ISO 14001 & OHSAS 18001 प्रमाणित संगठन

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Excavation Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in
An ISO 9001,ISO 14001 & OHSAS 18001 Certified Company

Ref no.:- ECL/HQ/Excv/22-23/ 80/1289 Dated: 19/11/2022

To,
The GM(EED),
EED Dept, CIL,
Kolkata.

Sub: Approved list of Critical Spares, Assemblies, Sub-Assys & their parts of HEMM for procurement from OES/OEM and OPM for FY 2022-23 and FY 2023-24

Dear Sir,

As per provision of Purchase Manual 2020 clause no: 15.1, a list of Critical Spares, Assemblies, Sub-Assys & their parts of HEMM for procurement from OES/OEM and OPM were proposed and subsequently approved by D(T)-Operations for the year 2022-23 and 2023-24.

The approved list is as under:

A. **ASSEMBLIES**
   a. Engines & its spares
   b. Transmissions & its spares
   c. Torque Convertor
   d. Final Drive & its spares
   e. Differential & its spares
   f. Drive lines & Propeller Shafts & Universal Joint Assys
   g. Gear Boxes & its internal spares
   h. PTO
   i. Track Tensioner
   j. Control Valves
   k. Relief Valves & Sensors
   l. Joystick
   m. Hydraulic Pumps
   n. Hydraulic Motor
   o. Hydraulic Cylinders
   p. Suspensions
   q. Compressor
   r. Fuel Injection Pump
   s. Auto electrical items like Self Starter, alternator & Battery cut off switch
   t. All type of Harness related to Engine, Transmission, Chassis, Hydraulic etc.

B. **SYSTEMS:**
   a. Crowd – Shafts, Gear, Handle Rack, Rack, Rack Pinion & Motor Pinion for 10 cum shovel and above.
   b. Hoist – Pinion Shaft, Gear, Intermediate Shaft & Motor Pinion for 10 cum shovel and above.
   c. Swing – Track bar, Centre Journal (Pin, Bush, Washer & Nut), Toothed Rim, & Track Rollers.

d. Propel – Engagement Couplings, Propel Shaft & Bearing Axle for 10 cum shovel and above.
e. Boom/Bucket: Guide Roller Installation, Door Braking Mechanism, Dipper Door Assy., Rocks, Arm, Tie Rods, Boom Pulley Sleeve, Boom Foot Pin for 10 cum shovel and above.
f. AC & its Spares,
g. Auto Lubrication.
h. Brake System and Brake Spares (except Brake Lining of EKG Shovels)
i. Electrical Control Panel, PLC System, Electrical Cards, Breakers, Power Alternator, Power & Control Transformers.
j. Electrical and electronics assemblies for 10 cum shovel and above.
k. Travel Device Assembly.

C. **Hoses:** Related to Engine, Transmission, Torque Converter, Suction and High Pressure (above 2500 PSI) and all hoses related with engine cooling system.

D. **Power transmitting Chains**: PTO, Propel, Feed etc.

E. **Safety Items** – AFDSS, Proximity Warning Device, Auto Dipping System etc. and other safety items recommended by DGMS from time to time.

F. **AC/DC Electric Motors & Generators above 10 KW.**

G. **Miscellaneous**
a. All types of instrument & Gauges.
b. Tyre Accessories.
c. Operator Seat of – BH60, BH100, BD155, BD355, WS28-II, CAT773E, CAT777D/E, WA600 Wheel Dozer, WA800 Wheel Loader.

This is for your information and further needful action.

Thanking You

19/11/2022

Gr. General Manager(Excv)
ECL HQ

Cc to:
1. D(T)-OP, ECL
2. D(T)-P&P, ECL
3. TS to CMD, ECL
4. GM(Excv)/HOD – BCCL/CCL/NCL/WCL/SECL/MCL
5. GM, Rajmahal/SP Mines/Mugma/Salanpur/Kunustoria/Kajora/Kenda/Bankola/Sonepur Bazari/ Pandabeswar.
6. AE(Excv), Rajmahal/SP Mines/Mugma/Salanpur/Kunustoria/Kajora/Kenda/Bankola/Sonepur Bazari/ Pandabeswar.

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)

010

(A Govt. of India Undertaking)

Date: 02.08.2024

Ref. No. ECL/HQ/EXCV/24-25/63/ 950

To
The Area Engr (Excv)/ GM (Excv)
SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

Sub: **Regarding precautions for safety of machines against danger of inundation in mines.**

Dear Sir,

The sudden rise in water level in and around the catchments area due to rains during monsoon is a common phenomenon. The heavy water may cut across the bunds and barriers by deviating its normal course of water and also may result in flooding of low lying area including mine workings.

Considering this, precautions must be taken for safety of machines in mines. All machines must be placed in safe place/workshops. In case, if machine is under breakdown in mines and it seems that water may get logged, then all possible measures should be taken to toe the machines in safe place in consultation with E&M deptt and mine Manager.

Appropriate D-shackle, slings, U clamps and other necessary tools & tackles are kept in ready condition at easy approachable place to meet any exigencies.

Mobile van should always be ready with generator set and other accessories in working condition for any urgent requirement.

In no case, machines should be near the high walls. Any unsafe condition of the mines which may affect the machines must be highlighted and should be given in knowledge of higher management.

02/08/2024

GM(Excv)

ECL,HQ

c.c.

The General Manager- SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)

(A Govt. of India Undertaking)

Date: 30.07.2024

Ref. No. ECL/HQ/EXCV/24-25/63/939

To
The Area Engr (Excv)/ GM (Excv)
SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

Sub: **Regarding brake system in HEMMs as per GSR 987(E) and DGMS Circular (Cir. Tech. 4/2012)**

Dear Sir,

It has been observed that in some colliery, parking brake assembly has been taken out or is defunct and even if it is fitted then brake shoe is worn out. This needs to be fixed on immediate basis for safety purpose.

As per **GSR 987(E)**, all HEMM shall be equipped with the following brake systems and all these systems shall be effective under all conditions of service, load , speed, terrain and slope, according to the intended use of the machine.

i. **Service Brake** : to be used as the primary braking system during normal operation of the equipment.
ii. **Emergency Brake**- to be applied by the operator in the event of a failure of the service brake.
iii. **Parking Brake**- used to prevent movement of stationary equipment.

Provided that at least one of the brakes shall be "fail safe", i.e., the spring applied-hydraulically released (**SAHR**) or any other means.

All HEMM shall have a brake system in accordance with **ISO 3450** except for crawler machines with a travel speed less than 20 km/h, which shall have a brake system in accordance with ISO 10265.

DGMS Circular (Cir. Tech. 4/2012) stipulates that at the commencement of every shift the operator or competent person appointed in writing by the manager will test every vehicle paying special attention to the brakes , steering, horn and other warning devices. If he finds any defect, he shall report the matter to the competent person and get the defects remedied before operating the vehicle. Further a record of such tests shall be maintained in a bound paged book and shall be signed by persons carrying out the test and countersigned by engineer and manager. Surprise inspection shall be done by engineer/superior officer to ensure that the braking system of the dumper is kept in working order.

The brakes are to be tested as per standard **IS:3450 or SAE J 1152-1980** which requires an adequate brake testing area to operate the vehicle at specific speed and then apply brake to note the stopping distance.

Methods of testing the brakes are given below:

Test procedure- **Service Brake**:

i. Fasten the seat belt.
ii. Move the machine to dry level surface.
iii. Check area around the machine.
iv. Make sure that machine is clear from obstacles.
v. Start the engine and build air pressure up to cut off point.
vi. Apply the service brake while keeping all other brakes off and move the transmiss selector lever to first range forward.
vii. Accelerate the engine **RPM to 1400** and maintain it for few seconds.

Desired Result: Machine should not move.

Test procedure- **Retard Brake**:

i. Fasten the seat belt.
ii. Move the machine to dry level surface.
iii. Check area around the machine.
iv. Make sure that machine is clear from obstacles.
v. Start the engine and build air pressure up to cut off point.
vi. Apply the retard brake while keeping all other brakes off and move the transmissi selector lever to first range forward.
vii. Accelerate the engine **RPM to 1300** and maintain it for few seconds.

Desired Result: Machine should not move.

Test procedure- **Dump and Parking Brake**:

i. Fasten the seat belt.
ii. Move the machine to dry level surface.
iii. Check area around the machine.
iv. Make sure that machine is clear from obstacles.
v. Start the engine and build air pressure up to cut off point.
vi. Apply the parking brake while keeping all other brakes off and move the transmissi selector lever to first range forward.
vii. Accelerate the engine **RPM to 1200** and maintain it for few seconds.

Desired Result: Machine should not move. Parking brake is considered to be in good workin condition and can be expected to hold a loaded dumper on gradient of 15%.

In the interest of safety, it is desired that shift and daily testing of braking system of dumpers b competent person/operators are carried out as above and records maintained to avoid accidents.

GM(Excv)
ECL,HQ

c.c.

The General Manager- SP Mines/Mugma/Salanpur /Kunustoria/Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
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(A Govt. of India Undertaking)

Date: 21.06.2024

Ref. No. ECL/HQ/EXCV/24-25/63/607

To
The Area Engr (Excv)/ GM (Excv)
SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Bankola/Kenda

Sub: **Regarding Proximity Warning device in HEMMs as per DGMS (Tech) Circular No. 6/2020.**

Dear Sir,

As per **DGMS (Tech) Circular No. 6/2020** , safety features such as proximity warning device, should be fitted in the dumpers before giving in operation.

Proximity warning device / system shall be provided for detecting static and moving objects including human being on its own during the vehicle movement for a specified range, and warn the operator in the operator's station.

At least one object detection sensor, accessible and not interfering with the Dumpers operation shall be provided both in the front and at the rear of the dumper at suitable locations. The system shall be ergonomically designed and mounted for operator and maintenance personnel.

The system shall be reliable and be able to provide an adjustable audio visual warning when it detects static and moving objects including human beings, least height light motor vehicle used in the mine , etc. within the virtual target area of respective dumper.

The sensor shall detect static and moving objects in a virtual target area. The manufacturer shall ensure maximum possible detection coverage in the virtual target area depending on the available fitment area and proximity detection technology.

In view of the above, you are requested to provide the following details:

HEMMs	Model	Population of machine	Proximity Warning device Provided		Proximity device Not Provided	Action taken for Not working/ Not provided	EDC	Remarks
			Working	Not Working				
Dumper								

For safety of man and machines, above safety features is to be complied.

21/06/24
Gr.GM(Excv)

ECL,HQ

CL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(A Govt. of India Undertaking)

O/C

Ref. No.- ECL/HQ/EXCV/24-25/63/ 548

Date: 04.06.2024

To
The Area Engr (Excv)

Salanpur Area, Rajmahal, Bankola, SP Mines, Kunustoria, Kenda, Mugma, Sonepur Bazrai, Kajora, Pandaveswar Area

Sub: **Fire-fighting in HEMMs**

Dear Sir,

As per **Regulation 139(1)(d)(f),(6),(7) of Coal Mines Regulation 2017**, every earth moving machinery used in opencast workings shall be provided with **automatically operated fire detection and suppression device or system**. Adequate number of suitable fire extinguishers or automatically operated fire suppression devices shall be provided on face cutting machines , loading machines etc.

A competent person shall, **once at least in every month**, examine all the equipment, material and arrangements provided for fire-fighting and shall discharge and re-fill the fire extinguishers as often as may be necessary to ensure that these are in proper working order and any deficiency found during any such examination or otherwise shall be immediately remedied.

A report of every examination done shall be made in a *bound-paged book kept for the purpose*, duly signed and dated by the person making the examination.

In view of the above, you are requested to provide the following details:

Sl.No.	Safety Device	Machines	Numbers	Provided (in nos.)		Not Provided	Action Taken if not working or not provided	Remarks (if any)
				Working	Not Working			
1	AFDSS	Hydraulic excavator						
2		Dumper						
3		Dozer						
4		Drill						
5		Rope Shovel						
6		Dragline						
7								
8								
9								
10								

For safety of man and machines, above safety features is to be complied.

04/06/2024
Gr.GM(Excv)
ECL,HQ

c.c. The General Manager- Salanpur Area, Rajmahal, Bankola, SP Mines,Kunustoria, Kenda, Mugma, Sonepur Bazrai, Kajora, Pandaveswar Area

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
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(A Govt. of India Undertaking)

Date: 22.03.2024
23

Ref. No. ECL/HQ/EXCV/23-24/ 63/321

To
The Area Engr (Excv)/ GM (Excv)
SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal/Kenda/Bankola

Sub: **Testing and examination of apparatus under pressure as per DGMS Circular (Cir. Tech. 7/2003).**

As per **DGMS Circular (Cir. Tech. 7/2003),** when apparatus under pressure is put into commission, the engineer or other competent person shall subject it to a hydraulic test at a pressure atleast one and half times the maximum permissible working pressure. A similar test shall be made after every renewal or repair and in case at intervals of not more than three years. The result of such test is required to be recorded in a bound-paged book kept for the purpose and be signed and dated by the person carrying out the test.
Whenever hydraulic test is done, the safe working pressure shall also be done based on residual thickness, pitting and corrosion of the wall of such pressure vessels. The present thickness of wall , seam etc shall be compared with original thickness and a decision to repair/replace the receiver shall be taken. Where it is not possible to measure the thickness of the wall physically, use of ultrasonic thickness gauge is recommended.
The report of the result of every test/examination shall be maintained as per proforma given below :

1. Name of the Mine:
2. Name,description and distinct number of pressure vessel:
3. Name and address of the manufacturer of the air vessel:
4. Particulars of vessel-
a. Date of construction:
b. Thickness of wall:
c. Date on which the vessel was taken first to use:
d. Safe working pressure recommended by manufacturer:
5. Date of last hydraulic test (if any) and pressure applied:
6. Is the vessel exposed to whether:
7. What examination and test were made:
a. Hydraulic testing (pressure applied and duration)
b. NDT testing (minimum thickness in wall , seam):
c. Condition of vessel for further use (permissible safe working pressure as calculated):
8. Date of examination :
9. Repair required and period within which it should be executed:
10. Other observations:
11. Mention the type of Ultrasonic Thickness Gauge used:

The above recommendation shall be followed strictly for safety of man and machines and last date of such test with details should be provided to the undersigned.

22/3/2024
Gr.GM(Excv)
ECL, HQ

c.c.
Area GM – SP Mines/Mugma/Salanpur /Kunustoria /Kajora/Pandabeswar/Sonepur Bazari/Rajmahal,Kenda,Bankola

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अनुषंगी)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पोस्ट ऑफिस- दिशेरगढ़,
जिला- पश्चिम बर्धमान, पश्चिम बंगाल-713333
औद्योगिक अभियांत्रिकी विभाग
सी आइ. एन - U10101WB1975GOI030295
वेबसाइट- www.easternCoal.nic.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhaman, West Bengal-713333
Industrial Engineering Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref:-ECL / HQ / IE/ SOR / 101/ 2019 / 147

Date: 24.10.19

To
The General Managers
All Areas of ECL and HQ.

Sub.: **SOR formulated by NPC** for "Hiring of HEMM for outsourcing patches, Contractual Coal Transportation, loading of coal by Pay Loader / Excavator, Crushing of Coal into (-) 100 mm size by Mobile Crusher, Contractual Sand transportation & Contractual Drilling of Boreholes".

Dear Sir,

ECL Board in its 325th meeting held on 26th Sept'2019 has approved the **SOR formulated by NPC for** "Hiring of HEMM for outsourcing patches, Contractual Coal Transportation, loading of coal by Pay Loader / Excavator, Crushing of Coal into (-) 100 mm size by Mobile Crusher, Contractual Sand transportation & Contractual Drilling of Boreholes" and also approved the following:

1. Price variation formula for preparation / updation of estimates as prepared by NPC, Kolkata.
2. Schedule of rates (SOR) submitted by NPC will be effective from 23.10.2019. However, the validity of this SOR will continue till further revision by ECL management as deemed fit.
3. Modifications of other terms & conditions of existing SOR like standard e-Discount Bid documents e-NIT, terms & conditions, LOB and BOQ and other instructions as submitted by CMC department.

Separate booklet has been issued in respect of discount bidding on SOR for transportation of Coal, Sand & loading by pay-loader, excavator by CMC Department.

SOR complete set is enclosed with this letter and published on ECL website www.easterncoal.nic.in for needful.

This is for information and needful action to all concerned.

Encl: SOR

Yours faithfully.
24/10/19
General Manager (IE)

Copy to:
1) CVO, ECL
2) GM (T&MS)/ TS to CMD
3) TS to DT(P&P)/ TS to D(F)/ TS to DT(OP)/ TS to D(P), ECL
4) Associated Finance to (i) DT(P&P), (ii) DT(OP) and (iii) D(P), ECL
5) Area Finance Manager – All Areas of ECL.
6) Office Copy

EASTERN COALFIELDS LIMITED
INDUSTRIAL ENGINEERING DEPARTMENT
TECHNICAL BUILDING
SANCTORIA, DISHERGARH -713333

SCHEDULE OF RATES FOR HIRING OF HEMM,

TRANSPORTATION

OF

COAL, SAND

AND

LOADING OF COAL BY PAYLOADERS, EXCAVATORS
IN
TIPPERS / RAILWAY WAGONS ALLIED JOBS
AND
CRUSHING OF COAL BY MOBILE CRUSHER
AND
DRILLING OF BOREHOLES

GENERAL INSTRUCTION FOR SOR

1. SOR has been prepared by National Productivity Council, Kolkata and approved by ECL Board in its 325th meeting held on 26.09.2019.
2. SOR has been prepared in three parts first part for Hiring of HEMM, second part for Coal / Sand Transportation and third part contractual drilling of Boreholes.
3. NPC has prepared the SOR at the Base diesel price Rs. 64.42/Ltr. For updation of the rates of Hiring patches of ECL while preparation of estimates the Bulk diesel price without discount from the nearest diesel Depot of the mine and for updation of the rates of Coal transportation works from the mines the retail diesel price from the nearest diesel depot has to be considered.
4. Base wage considered as per CIL HPC order vide: CIL / C – 5B / JBCCI / HPC / VDA / 1093, dated 21.12.2018 which is available in CIL website at https://www.coalindia.in/en-us/infobank/circulars.aspx (copy enclosed for ready reference)
5. Base WPI month for Wholesale Price Index (WPI) / Consumer Price Index (CPI) was October 2018 which is available in website https://dbie.rbi.org.in.
6. The price variation formula provided in the SOR will be applicable for preparation of estimate / updation of estimate. However, price variation formula for payment/ recovery on account of change in diesel price, Wages & other components will be applicable as per the contract agreement formula on the applicable components.
7. SOR will be effective from the date 23.10.2019 and shall continue till further revision by ECL management as deemed fit.
8. Separate booklet has been issued in respect of discount bidding on SOR for transportation of Coal, Sand & loading by pay-loader, excavator by CMC Department.

PART – I

SOR FOR HIRING OF HEMM

Base Diesel: Rs. 64.42/Ltr
Base wage: as per CIL order: CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2018
Base month for wholesale price index (WPI) / Consumer Price Index (CPI) October 2016.

Table – I : Hiring of HEMM for removal of OB including drilling, charging, excavation loading & transportation of **Composite OB**

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km	5-6 Km	6-7 Km	7-8 Km
Cost of Drilling and Charging per Cum	6.11	6.11	6.11	6.11	6.11	6.11	6.11	6.11
Cost of excavation of OB per Cum	25.26	25.26	25.26	25.26	25.26	25.26	25.26	25.26
Cost of Dozing of OB per Cum	6.71	6.71	6.71	6.71	6.71	6.71	6.71	6.71
Cost of Grading of roads per Cum Of OB	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63
Cost of Water Sprinkling per Cum	4.23	4.23	4.23	4.23	4.23	4.23	4.23	4.23
Cost of Transportation of OB per Cum	18.48	30.15	41.22	51.21	62.51	71.81	80.08	88.29
Total SOR	**63.42**	**75.09**	**86.16**	**96.15**	**107.45**	**116.75**	**125.02**	**133.23**

Table – II : Hiring of HEMM for removal of OB including drilling, charging, excavation, loading & transportation of **Hard OB**

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km
Cost of Drilling and Charging per Cum	6.11	6.11	6.11	6.11	6.11
Cost of excavation of OB per Cum	28.97	28.97	28.97	28.97	28.97
Cost of Dozing of OB per Cum	6.89	6.89	6.89	6.89	6.89
Cost of Grading of roads per Cum Of OB	2.70	2.70	2.70	2.70	2.70
Cost of Water Sprinkling per Cum	4.34	4.34	4.34	4.34	4.34
Cost of Transportation of OB per Cum	19.27	31.28	42.66	52.92	64.53
Total SOR	**68.28**	**80.29**	**91.67**	**101.93**	**113.54**

Table – III Hiring of HEMM for removal of OB including drilling, charging, excavation, loading & transportation of **Soft OB**

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km
Cost of excavation of OB per Cum	17.63	17.63	17.63	17.63	17.63
Cost of Dozing of OB per Cum	6.39	6.39	6.39	6.39	6.39
Cost of Grading of roads per Cum Of OB	2.50	2.50	2.50	2.50	2.50
Cost of Water Sprinkling per Cum	4.03	4.03	4.03	4.03	4.03
Cost of Transportation of OB per Cum	16.56	27.55	38.00	47.47	58.17
Total SOR	**47.11**	**58.10**	**68.55**	**78.02**	**88.72**

Table – IV : Hiring of HEMM for **Re-handling/ Backfilling of OB** including excavation, loading & transportation

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km	5-6 Km	6-7 Km	7-8 Km
Cost of excavation of OB per Cum	15.88	15.88	15.88	15.88	15.88	15.88	15.88	15.88
Cost of Dozing of OB per Cum	5.83	5.83	5.83	5.83	5.83	5.83	5.83	5.83
Cost of Grading of roads per Cum Of OB	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28
Cost of Water Sprinkling per Cum	3.68	3.68	3.68	3.68	3.68	3.68	3.68	3.68
Cost of Transportation of OB per Cum	14.52	23.51	33.14	40.46	48.41	58.16	67.64	77.57
Total SOR	**42.19**	**51.18**	**60.81**	**68.13**	**76.08**	**85.83**	**95.31**	**105.24**

Base Diesel: Rs 64.42/Ltr.
Base wage: as per CIL order: CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2018.
Base month for wholesale price index (WPI) / Consumer Price Index (CPI) : October 2018.

Table – V : Hiring of HEMM for extraction of Coal including drilling, charging, excavation, loading & transportation of Coal (Face to Surface)

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km	5-6 Km	6-7 Km	7-8 Km	8-9 Km	9-10 Km
Cost of Drilling and Charging per MT of Coal	4.35	4.35	4.35	4.35	4.35	4.35	4.35	4.35	4.35	4.35
Cost of excavation of Coal per MT	20.56	20.56	20.56	20.56	20.56	20.56	20.56	20.56	20.56	20.56
Cost of Dozing of Coal per MT	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65
Cost of Grading of Roads per MT of coal	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43
Cost of Water Sprinkling per MT	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30
Cost of Transportation of Coal per MT	18.12	26.01	32.32	36.94	42.31	49.10	54.10	59.67	65.62	71.58
Total SOR	**50.41**	**58.30**	**64.61**	**69.23**	**74.60**	**81.39**	**86.39**	**91.96**	**97.91**	**103.87**

Table – VI : Hiring of HEMM for extraction of Coal using Surface Miner, loading & transportation of Coal (Face to Surface)

Description	0-1 Km	1-2 Km	2-3 Km	3-4 Km	4-5 Km	5-6 Km	6-7 Km	7-8 Km	8-9 Km	9-10 Km
Cost of extraction of Coal by surface Miner per MT	20.11	20.11	20.11	20.11	20.11	20.11	20.11	20.11	20.11	20.11
Cost of loading of coal into Tippers by Payloader per MT of coal	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Cost of Grading of Road per MT of Coal	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43	1.43
Cost of Water Sprinkling per MT of Coal	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30
Cost of Transportation of Coal per MT	18.12	26.01	32.32	36.94	42.31	49.10	54.10	59.67	65.62	71.58
Total SOR	**51.31**	**59.20**	**65.51**	**70.13**	**75.50**	**82.29**	**87.29**	**92.86**	**98.81**	**104.77**

Table – VII : Pumping for dewatering in quarry

Item description	Rate (Rs /Gallon)
Dewatering of quarry by pumping of water accumulated in the mine, rain water, ground water from working faces etc through electric operated pumps from mine to specified areas.	0.04

PART – II

SOR FOR COAL / SAND TRANSPORTATION,

LOADING BY PAY LOADER / EXCAVATOR,

HIRING OF MOBILE CRUSHER AND

ALLIED JOBS AT RAJMAHAL RAILWAY SIDINGS

Base Diesel: Rs. 64.42/Ltr.
Base wage: as per CIL order: CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2018.
Base month for wholesale price index (WPI) / Consumer Price Index (CPI) : October 2018.

Table – I: Coal Transportation from Surface to Surface by 10 Wheeler Tippers.

Lead Distance (Km)	Rate (Rs./Te)
0-1	18.59
1-2	26.76
2-3	32.80
3-4	39.42
4-5	45.76
5-6	52.83
6-7	60.02
7-8	67.73
8-9	75.48
9-10	83.25
10-11	85.75
11-12	93.16
12-13	100.14
13-14	107.64
14-15	114.63
15-16	121.66
16-17	126.68
17-18	136.31
18-19	142.67
19-20	149.68
20-21	156.77
21-22	163.69
22-23	170.70
23-24	177.79
24-25	184.80
25-26	191.82
26-27	198.81
27-28	205.76
28-29	212.79
29-30	219.89
30-31	226.86
31-32	233.86
32-33	240.87
33-34	247.88
34-35	254.86

Lead Distance (Km)	Rate (Rs./Te)
35-36	262.04
36-37	268.92
37-38	275.98
38-39	281.68
39-40	288.80
40-41	295.79
41-42	302.63
42-43	311.01
43-44	318.22
44-45	323.77
45-46	330.51
46-47	337.80
47-48	344.84
48-49	350.02
49-50	358.47
50-51	365.49
51-52	372.66
52-53	379.47
53-54	384.68
54-55	391.71
55-56	398.88
56-57	405.61
57-58	412.45
58-59	419.40
59-60	426.48
60-61	433.70
61-62	440.35
62-63	447.82
63-64	452.67
64-65	459.63
65-66	465.93
66-67	473.09
67-68	478.24
68-69	486.96
69-70	493.62

Base Diesel: Rs. 64.42/Ltr.
Base wage: as per CIL order CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2018.
Base month for wholesale price index (WPI) / Consumer Price Index (CPI): October 2018.

Table – II: Coal Transportation from Face to Surface by 10 Wheeler Tippers

Lead Dist (Km)	Rate (Rs./Te)
0-1	18.12
1-2	26.01
2-3	32.32
3-4	36.94
4-5	42.31
5-6	49.10
6-7	54.10
7-8	59.67
8-9	65.62
9-10	71.58

Table – III: Coal Transport from Tippler by 10 Wheeler Tippers

Lead Dist (Km)	Rate (Rs./Te)
0-1	25.39
1-2	33.63
2-3	38.59
3-4	45.81
4-5	51.20
5-6	57.06
6-7	63.39
7-8	69.80
8-9	75.58
9-10	81.90

Table: IV Sand Transportation by 6 Wheeler Truck including loading (Dry Season)

Lead Dist(Km)	Rate (Rs./Te)
0-1	43.69
1-2	57.21
2-3	70.77
3-4	84.94
4-5	98.65
5-6	113.92
6-7	128.42
7-8	141.15
8-9	155.62
9-10	169.43
10-11	183.19
11-12	196.67
12-13	209.78
13-14	222.67
14-15	235.16
15-16	247.52
16-17	259.39
17-18	272.24
18-19	282.09
19-20	296.14

Lead Dist (Km)	Rate (Rs./Te)
20-21	308.16
21-22	321.75
22-23	335.06
23-24	348.48
24-25	361.95
25-26	375.42
26-27	388.61
27-28	402.06
28-29	415.62
29-30	429.34
30-31	442.53
31-32	456.18
32-33	469.37
33-34	482.99
34-35	496.01
35-36	505.93
36-37	519.67
37-38	532.62
38-39	545.92
39-40	559.61

Base Diesel: Rs. 64.42/Ltr.
Base wage as per CIL order CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2018.
Base month for wholesale price index (WPI) / Consumer Price Index (CPI) . October 2018.

Table-V: Sand Transportation by 6 Wheeler Truck including loading (Wet Season)

Lead Dist (Km)	Rate (Rs./Te)
0-1	56.23
1-2	69.67
2-3	83.48
3-4	97.76
4-5	110.70
5-6	126.69
6-7	140.21
7-8	153.91
8-9	168.33
9-10	180.89
10-11	194.46
11-12	209.31
12-13	222.41
13-14	235.19
14-15	247.46
15-16	259.62
16-17	271.29
17-18	284.42
18-19	294.02
19-20	308.03

Lead Dist (Km)	Rate (Rs./Te)
20-21	319.82
21-22	333.55
22-23	346.85
23-24	360.14
24-25	373.36
25-26	386.43
26-27	400.00
27-28	413.33
28-29	426.34
29-30	439.79
30-31	453.73
31-32	466.21
32-33	480.08
33-34	493.35
34-35	507.02
35-36	519.91
36-37	533.15
37-38	546.78
38-39	559.40
39-40	573.79

Table – VI: Coal Transportation from Tippler by 6 wheeler tipper.

Lead Dist (Km)	Rate (Rs./Te)
0-1	28.55
1-2	35.62
2-3	42.67
3-4	53.11
4-5	61.31
5-6	69.49
6-7	77.61
7-8	85.69
8-9	92.62
9-10	100.31

Table – VII: Loading of Coal by Pay Loader:

Description of item	Rate (Rs./Te)
Loading of Coal into Tipping Truck	9.35
Loading of Coal at Rly Siding into wagon	10.93

Note: SOR rate in respect of Coal Transportation from Tippler to Stock / Siding by 6 wheeler tippers shall be applicable only in cases where it is not possible to deploy 10 wheeler tippers for taking loads from tippler which shall be duly certified & recommended by concerned Area General Manager.

Table – VII: Loading of Coal by Excavator

Rate (Rs./Te)
20.56

Table – VIII . Crushing of Coal by Mobile Crusher

Description of item	Rate (Rs./Te)
Crushing of coal into (-) 100 mm. size (all dimensions) by Mobile Crusher 400 / 500 TPH (Rated / designed) capacity providing and installing suitable and matching crushing arrangement with all infrastructure. The element also includes operation and maintenance of the crushing arrangement. (Electricity will be supplied free of cost) as per technical specification provided in the SOR.	11.35

Table IX: Rates for Allied Works undertaken at railway siding of Rajmahal Area

Sl. No	Particulars	With / Without Security	Rate (Rs. / Te)
1	Following allied works undertaken at Rajmahal / Wharf Wall Siding		
	(i) Door closing of wagons and Gutka fitting. (ii) Cleaning of rail tracks, Road & Rail Weigh Bridge. (iii) The bidder will guard the coal for its security at the siding. (iv) Stacking & Shifting of Coal, if required. (v) Maintenance of Road in and around the siding and related job (vi) Water spraying, if required	With security	3.54
	(vii) Bidder will be liable for paying demurrage, if any, due to bidder's responsibility either in transport, loading or maintenance at the siding (viii) Bidder will also responsible for any shortage of Coal at the Siding (ix) Any other work as directed by the controlling officer.	Without Security	2.30
2	Following allied works undertaken at Pirpainti Railway Siding		
	(i) Door closing of wagons and Gutka fitting. (ii) Cleaning of rail tracks, Road & Rail Weigh Bridge (iii) Operation of DG Set & Maintenance of lighting. (iv) The bidder will guard the coal for its security at the siding. (v) Stacking & Shifting of Coal, if required. (vi) Maintenance of Road in and around the siding and related job. (vii) Water spraying, if required (viii) Bidder will be liable for paying demurrage, if any, due to bidder's responsibility either in transport, loading or maintenance at the siding. (ix) Bidder will also responsible for any shortage of Coal at the Siding (x) Any other work as directed by the controlling officer.		5.25

PART – III

SOR FOR DRILLING OF BOREHOLES

Base Diesel: Rs. 64.42/Ltr.
Base wage: as per CIL order. CIL / C-5B / JBCCI / HPC / VDA / 1093 dated 21.12.2016.
Base month for wholesale price index (WPI) / Consumer Price Index (CPI). October 2016.

Table – I Drilling of Various Size of Boreholes including lowering and casing of pipes

Depth (Mtr)	Rate for NX Coring (Rs./Mtr)	Rate for BX Coring (Rs./Mtr)	Rate for NX Non Coring(Rs./Mtr)
0-30	974.52	931.79	885.24
>30-60	1099.64	1050.41	981.58
>60-90	1225.16	1169.03	1077.92
>90-120	1350.48	1287.65	1174.26
>120-150	1475.80	1406.27	1270.60
>150-200	1642.89	1564.43	1399.05
>200-250	1851.75	1762.13	1559.61
>250-300	2060.62	1959.83	1720.18
>300-350	2269.48	2157.53	1880.74
>350-400	2478.35	2355.23	2041.31

Table – II : Drilling of Various Size of Boreholes including lowering and casing of pipes

Depth (Mtr)	Rate for 150mm Non Coring	Rate for 200mm Non Coring (Rs./Mtr)	Rate for 250mm Non Coring (Rs./Mtr)	Rate for 300mm Non Coring(Rs./Mtr)	Rate for 350mm Non Coring (Rs./Mtr)
(A) Alluvium					
0-30	1007.54	1232.34	1605.42	2434.13	2989.41
(B) Rock (Except Alluvium portion)					
0-30	1007.54	1232.34	1605.42	2434.13	2989.41
>30-60	1206.65	1483.22	1914.66	2744.39	3320.82
>60-90	1405.76	1734.10	2223.90	3054.65	3652.23
>90-120	1604.86	1984.98	2533.14	3364.91	3983.64
>120-150	1803.97	2235.86	2842.38	3675.17	4315.05
>150-200	2069.45	2570.37	3254.70	4088.65	4756.93
>200-250	2401.29	2988.51	3770.10	4605.95	5309.28
>250-300	2733.14	3406.64	4285.50	5123.05	5861.63
>300-400	3230.91	4033.65	5058.60	5898.70	6690.15

Table – III (Contd….). Drilling of Various Size of Boreholes including lowering and casing of pipes

Depth (Mtr)	Rate for 400mm Non Coring(Rs./Mtr)	Rate for 450mm Non Coring(Rs./Mtr)	Rate for 500mm Non Coring(Rs./Mtr)	Rate for 550mm Non Coring(Rs./Mtr)	Rate for 600mm Non Coring(Rs./Mtr)
(A) Alluvium					
0-30	3468.04	4634.56	5517.65	6387.43	7346.77
(B) Rock (Except Alluvium portion)					
0-30	3468.04	4634.56	5517.65	6387.43	7346.77
>30-60	3788.71	5016.28	5914.55	7005.88	8010.70
>60-90	4109.38	5398.00	6311.45	7624.33	8674.63
>90-120	4430.05	5779.72	6708.35	8242.78	9338.56
>120-150	4750.72	6161.44	7105.25	8861.23	10002.49
>150-200	5178.28	6670.40	7634.45	9685.83	10887.73
>200-250	5712.73	7306.60	8295.95	10716.58	11994.28
>250-300	6247.18	7942.80	8957.45	11747.33	13100.83
>300-400	7046.85	8897.10	9949.70	13293.45	14760.65

Table – IV Drilling of Various Size of UG Boreholes including lowering and casing of pipes

Drilling of Boreholes per meter (UG)			
Depth	Rate for NX Coring (Rs./Mtr)	Rate for BX Coring (Rs./Mtr)	Rate for NX Non Coring (Rs./Mtr)
(a) For drilling in coal bearing strata			
0-30	2885.53	2885.53	2746.55
>30-60	3245.59	3245.59	3089.24
>60-90	3605.65	3605.65	3431.93
>90-120	3965.71	3965.71	3774.62
>120-150	4325.77	4325.77	4117.31
(b) For drilling in coal seam only			
0-30	2885.53	2814.57	2591.40
>30-60	3245.59	3170.31	2955.99
>60-90	3605.65	3526.05	3320.58
>90-120	3965.71	3881.79	3685.17
>120-150	4325.77	4237.53	4049.76
(c) For drilling in coal bearing strata with igneous intrusive			
0-30			
>30-60	5003.44	4732.615	4505.23
>60-90	5350.60	5060.425	

Table – V : Drilling of various size of UG Boreholes including lowering and casing of pipes

Drilling of Boreholes per meter (UG)				
Depth	Rate for 100mm Non Coring (Rs./Mtr)	Rate for 150mm Non Coring (Rs./Mtr)	Rate for 200mm Non Coring (Rs./Mtr)	Rate for 250mm Non Coring (Rs./Mtr)
(a) For drilling in coal bearing strata				
0-30	3325.07	4285.96	5063.42	5786.06
>30-60	3794.21	4895.64	5705.45	6556.37
>60-90	4263.35	5505.33	6347.48	7326.68
>90-120	4732.49	6115.02	6989.51	8096.99
>120-150	5201.63	6724.71	7631.54	8867.30
(b) For drilling in coal seam only				
0-30	2963.90	3873.03	4882.25	5173.02
>30-60	3426.89	4454.49	5553.95	5931.06
>60-90	3873.88	5035.95	6225.65	6689.10
>90-120	4318.87	5617.41	6897.35	7447.14
>120-150	4763.86	6198.87	7569.05	8205.18

Technical Specification for Mobile Crusher

DESIGN REQUIREMENTS

Skid Mounted Crushing Plant should have following features:

GENERAL REQUIREMENT:

1. Crushing PLANT shall be designed and constructed for 24 hrs. / day continuous operation.
2. The Crusher shall have a feed size of (-) 600 mm uniformly graded, blasted and fed in general but occasional pieces bigger than this dimension cannot be ruled out.
3. The Crusher will be operated continuously and therefore, provision for running and preventive maintenance should be incorporated in such a way that it can be performed with minimum downtime.
4. The Crusher is required to be operated in high dusty atmosphere and for this, necessary design measures should be taken especially for electrical, lubrication and hydraulic installations
5. Necessary automatic protection should be incorporated in the crusher to allow passage of uncrushable (i.e. iron block, timbers & any other uncrushable debris).
6. The Crushing plant should be suitable for operation in ambient temperature ranging from 10° C to 48° C and varying humidity.

OPERATIONAL CHARACTERISTICS

Type: Hopper with fixed Grizzly (600mm x 600mm), Rock Breaker Apron Feeder, Double Roll Crusher, Conveyors.
Capacity: 400 TPH (rated); 500 TPH (designed)
Feed Size: 0 – 600 mm (oversize to be restricted by fixed Grizzly and should be broken by Rock Breaker)
Final Product Size: (-) 100 mm in all three dimensions.

SYSTEM DESCRIPTION:

The crushing plant should be comprised of steel Hopper with minimum 50 cum capacity mounted above heavy duty Apron Feeder. A fixed Grizzly (600 mm x 600 mm) to be installed on hopper to restrict any oversize. A Rock Breaker with suitable breaking capacity must be installed for breaking oversize lumps. The dumpers / tippers shall feed the coal to the hopper through a ramp. The Apron feeder shall extract the material from hopper and feed it to a Double Roll Crusher. The coal crusher shall crush down the material from (-) 600 mm to (-) 100 mm. The product from the crusher shall then be discharged by a set of conveyors for suitable stockpiling. The complete set-up comprising of the Hopper with grizzly, Apron Feeder, Roll Crusher and conveyors to be mounted in skid structure for minimizing civil work and easy dismantling and shifting of plant whenever required.

CONSTRUCTIONAL FEATURES REQUIREMENT:

In general the crushing plant shall have the following features:-

Hopper with fixed Grizzly:
The hopper shall be constructed with structural steel, suitable liners and fixed Grizzly (600mm x 600mm) to restrict any oversize.
Suitable arrangement for dust suppression by water to be provided on the hopper in order to reduce dust emission

Rock Breaker:
A suitable Rock Breakers shall be provided for breaking of the oversize lumps of coal / material retained on the grizzly installed on the hopper.

Apron Feeder with Scrapper Conveyor:
Apron Feeders shall be with inboard Roller designs / similar to undercarriage and suitable to absorb impact loads by pans of rolled alloy/cast alloy/manganese steel material and are similar to heavy-duty track-type undercarriage shoes. A scrapper conveyor to be incorporated along with the apron feeder to collect all fines and discharge it to the belt conveyor.

Roll Crusher:
The Roll Crusher shall be two roll type with one fixed roll and another floating with automatic tramp relief mechanism.

Automatic Gap Adjustment and Tramp Relief:
One Crusher roll assembly shall be floating type and shall be independently adjustable to produce the required product size. The adjustment mechanism shall be arranged centrally and form one unit with the overload protection device with an automatic hydro-pneumatic system

The parallel movement of the rolls must be ensured for the uniform gap to be maintained throughout the crushing operation and to prevent skew loading of the bearing and shaft. The adjustment shall ensure shifting of rolls parallel to the axis if foreign material enters the crushers.

Belt Conveyor:
Belt conveyor with suitable belt width to discharge the crushed coal from the crusher and make suitable stockpile as per the requirement.

Dust emission control measure: The feed hopper should be fitted with hessian cloth / brattice cloth / appropriate material in three sides keeping feeding side open with top either conical or fully covered up to certain suitable height to allow a tipper to feed coal freely into hopper along with adequate water spraying arrangement from top and adjacent sides.

PRICE VARIATION FORMULA ON ACCOUNT OF DIESEL / WAGES / OTHER COMPONENTS:

(i) PRICE VARIATION FORMULA ON ACCOUNT OF **DIESEL**

Price Variation compensation/recovery on account of Diesel (in Rs / Cu.M for OB / Sand & Rs /MT for Coal) = R0 X a X (D1 – D0) / D0

Where,
R0: Base Rate (in Rs / Cu.M for OB / Sand & Rs /MT for Coal)
a Constant
D1: Current price of Diesel Component
D0: Base price of Diesel Component.

(ii) PRICE VARIATION FORMULA ON ACCOUNT OF **WAGES**

Price Variation compensation/recovery on account of Wages (in Rs / Cu.M for OB & Rs /MT for Coal) = R0 X b X (W1 – W0) / W0

Where,
R0: Base Rate (in Rs / Cu.M for OB / Sand & Rs /MT for Coal)
b . Constant
W1: Rate of Wages including VDA per day of unskilled worker as per HPC Recommendations, for the period to which price variation relates, as published by CIL

W0 Base Rate of Wages including VDA per day of unskilled worker as per HPC Recommendations, published by CIL.

(iii) PRICE VARIATION FORMULA ON ACCOUNT OF **OTHER COMPONENTS**

Similarly Price Variation compensation/recovery on account of other components (in Rs / Cu.M for OB & Rs/MT for Coal) = R0 X c X (M1 – M0) / M0

Where,
R0 Base Rate (in Rs / Cu.M for OB / Sand & Rs /MT for Coal)
c : Constant
M1: Average All India Whole sale Price Index for all commodities, WPI for the period to which price variation relates as published by RBI bulletin, Ministry of Commerce & Industry, Govt. of India.

M0: Base All India Whole sale Price Index for all commodities, WPI as published by RBI bulletin, Ministry of Commerce & Industry Govt. of India.

Value of constant a, b, c, considered in PRICE VARIATION FORMULA ON ACCOUNT OF DIESEL, WAGES, OTHER COMPONENTS respectively are as under:

Table- I: For Face to Surface Coal Transportation by 10 wheeler tippers

Lead	a	b	c
0.5	23.90	37.03	10.04
1.5	36.76	26.26	13.96
2.5	41.52	21.29	16.83
3.5	42.04	19.44	19.17
4.5	44.91	17.11	19.83
5.5	47.31	15.38	20.14
6.5	48.15	14.53	20.59
7.5	49.49	13.68	20.58
8.5	50.99	12.91	20.25
9.5	52.25	12.24	19.99

Table – II: For Surface to Surface Coal Transportation

Lead	a	b	c	Lead	a	b	c
0.5	25.23	35.50	8.93	35.5	39.76	18.84	21.01
1.5	35.72	26.46	12.93	36.5	39.83	18.81	20.98
2.5	38.20	22.87	16.13	37.5	39.88	18.79	20.96
3.5	37.24	22.25	18.09	38.5	40.11	18.86	20.62
4.5	36.59	21.93	19.24	39.5	40.14	18.85	20.61
5.5	36.51	21.39	20.16	40.5	40.18	18.83	20.60
6.5	37.20	20.94	20.19	41.5	40.24	18.81	20.57
7.5	37.65	20.43	20.58	42.5	40.10	18.71	20.86
8.5	38.29	20.02	20.59	43.5	40.12	18.70	20.86
9.5	38.80	19.66	20.65	44.5	40.33	18.78	20.53
10.5	35.93	20.57	22.05	45.5	40.40	18.75	20.50
11.5	36.23	20.30	22.20	46.5	40.40	18.75	20.51
12.5	36.63	20.15	22.04	47.5	40.42	18.74	20.50
13.5	36.81	19.93	22.22	48.5	40.66	18.80	20.16
14.5	37.12	19.80	22.09	49.5	40.53	18.70	20.46
15.5	37.39	19.71	21.99	50.5	40.55	18.70	20.45
16.5	37.63	19.62	21.88	51.5	40.56	18.69	20.44
17.5	37.88	19.45	22.10	52.5	40.60	18.68	20.42
18.5	38.05	19.46	21.71	53.5	40.82	18.75	20.10
19.5	38.23	19.40	21.63	54.5	40.83	18.74	20.09
20.5	38.37	19.35	21.58	55.5	40.83	18.74	20.09
21.5	38.55	19.29	21.51	56.5	40.88	18.72	20.07
22.5	38.68	19.23	21.45	57.5	40.91	18.71	20.06
23.5	38.79	19.19	21.41	58.5	40.93	18.70	20.05
24.5	38.91	19.15	21.36	59.5	40.94	18.70	20.05
25.5	39.01	19.11	21.31	60.5	40.94	18.70	20.05
26.5	39.12	19.07	21.27	61.5	40.99	18.68	20.03
27.5	39.22	19.04	21.23	62.5	40.96	18.70	20.04
28.5	39.31	19.00	21.19	63.5	41.17	18.77	19.71
29.5	39.37	18.98	21.17	64.5	41.18	18.76	19.71
30.5	39.46	18.95	21.13	65.5	41.26	18.73	19.68
31.5	39.53	18.92	21.10	66.5	41.25	18.74	19.68
32.5	39.60	18.90	21.08	67.5	41.42	18.63	19.37
33.5	39.66	18.87	21.05	68.5	41.28	18.72	19.67
34.5	39.73	18.85	21.02	69.5	41.32	18.71	19.65

Table-III For Face to Surface OB Transportation

Lead	a	b	c
0 5	30.55	21.78	8.70
1.5	37.67	17.13	12.68
2.5	40.08	15.33	14.86
3.5	41.15	14.56	15 69
4.5	42.14	13.77	16.57
5.5	43.31	12.92	17.38
6.5	44.43	12.34	17.61
7 5	45.10	11.83	18.15

Table – IV For Loading of Coal by Payloaders

Position	a	b	c
Loading of Coal	48.66	13.37	8.66
Wagon Loading Site	27.63	21.67	7.87

Table – V For Excavators: Excavation of Coal and OB

Position	a	b	c
OB	45.46	6.02	3 16
Coal	42.70	6.37	3 31

Table – VI For Surface Miner: Mining of Coal

Position	a	b	c
Coal	51.07	8.75	0.00

Table – VII For Chain Drill

Position	a	b	c
OB	43.70	8.18	0.00
Coal	45.52	7.82	0.00

Table – VIII For Excavator: Loading of Coal into tippers by excavators

Position	a	b	c
Coal	42.70	6.37	3.31

Table – IX For Dozer / Grader / Water Sprinkler

OB				Coal			
Equipment	**a**	**b**	**c**	**Equipment**	**a**	**b**	**c**
Dozer	43.21	3.21	0.00	Dozer	43.01	3.29	0.00
Grader	20.19	21.15	2.40	Grader	20.28	20.979	2.0979
Water Sprinkler	32.84	13.73	15 52	Water Sprinkler	33.04	13.91	15.65

Table – X For Electric Crusher

Position	a	b	c
Crusher	0 00	16.41	0.00

Table – XI For Electric Pump

Position	a	b	c
Pump	0.00	75.00	0.00

Table – XII For Sand (Dry Season) Transportation

Lead	a	b	c	**Lead**	a	b	c
0.5	30.32	31.82	6.15	**20.5**	37.95	24.83	10.44
1.5	37.20	27.12	7.29	**21.5**	37.97	24.83	10.43
2.5	39.66	25.12	8.03	**22.5**	38.02	24.80	10.42
3.5	39.97	24.78	8.53	**23.5**	38.05	24.78	10.42
4.5	39.62	24.64	9.11	**24.5**	38.08	24.77	10.41
5.5	40.54	24.19	8.95	**25.5**	38.10	24.76	10.41
6.5	40.30	24.02	9.48	**26.5**	38.13	24.75	10.40
7.5	40.00	24 16	9.54	**27.5**	38.17	24.73	10.39
8.5	40.32	24 00	9.48	**28.5**	38.17	24.73	10.39
9.5	39.77	23 98	10.07	**29.5**	38.18	24.73	10.39
10.5	39 83	23.95	10.07	**30.5**	38.22	24.70	10.38
11.5	39.79	23 97	10.08	**31.5**	38.22	24.70	10.38
12.5	39 68	24.02	10.10	**32.5**	38.26	24.69	10.37
13.5	39.49	24.11	10.13	**33.5**	38.26	24.69	10.38
14.5	39.28	24.21	10.18	**34.5**	38.31	24.66	10.36
15.5	38.98	24.35	10.23	**35.5**	38.59	24.83	9.81
16.5	38.68	24.49	10.29	**36.5**	38.58	24.83	9.81
17.5	38.62	24.52	10.30	**37.5**	38.62	24 81	9.80
18.5	37.97	24.82	10.43	**38.5**	38.63	24.81	9.80
19.5	38.13	24.75	10.40	**39.5**	38.62	24.81	9.80

Table – XIII For Sand (Wet Season) Transportation

Lead	a	b	c	Lead	a	b	c
0.5	23.56	35.37	6.83	20.5	36.56	25.79	10.18
1.5	30.54	30.67	7.51	21.5	36.62	25.76	10.18
2.5	33.81	28.47	8.37	22.5	36.72	25.71	10.16
3.5	34.72	27.66	8.83	23.5	36.82	25.67	10.14
4.5	35.31	27.38	8.74	24.5	36.91	25.62	10.12
5.5	36.45	26.48	9.12	25.5	37.02	25.57	10.10
6.5	36 91	26.26	9.05	26.5	37.06	25.55	10.09
7.5	36.68	26.04	9.63	27.5	37.13	25.52	10.08
8.5	37.28	25.76	9.52	28.5	37.23	25.47	10.06
9.5	37.25	25.77	9.53	29.5	37 27	25.45	10.05
10.5	37.52	25.64	9.48	30.5	37.28	25.45	10.05
11.5	37.38	25.40	10.03	31.5	37.40	25.39	10.03
12.5	37.42	25 38	10.03	32.5	37.41	25.39	10.03
13.5	37.39	25.39	10.03	33.5	37.46	25.36	10.02
14.5	37.32	25 43	10.04	34.5	37.48	25.35	10.01
15.5	37.16	25 50	10.07	35.5	37.55	25.32	10.00
16.5	36.98	25 59	10.11	36.5	37.60	25.30	9.99
17.5	36.97	25.60	10.11	37.5	37.62	25.29	9.99
18.5	36.44	25.85	10.21	38.5	37.70	25.25	9.97
19.5	36.66	25 74	10 17	39.5	37.67	25.26	9.98

Table – XIV For Surface to Surface Coal Transportation 6 Wheelers Tipper

Lead	a	b	c
0.5	14.71	39.96	6.51
1.5	21.22	35.49	7.80
2.5	24.94	32.93	8.58
3.5	28.05	31.09	8.66
4.5	31.25	29.20	8.74
5.5	33.70	27.80	8.75
6.5	35.65	26.70	8.68
7.5	37.26	25.83	8.61
8.5	39.07	24.83	8 54
9.5	40.32	24.17	8.43

Table XV For Surface to Surface Coal Transportation 10 Wheelers Tipper

Lead	a	b	c
0.5	18.47	31.78	6 46
1.5	28.43	26.02	8 50
2.5	32.47	23.24	10.16
3.5	32.05	23.03	11.07
4.5	32.71	22.34	11.80
5.5	33.81	21.63	12.20
6.5	35.23	20.89	12.30
7.5	36.53	20.26	12.34
8.5	38.24	19.44	12.32
9.5	39.44	18.91	12.21

Table – XVI For Coring & Non Coring bore holes

Position	a	b	c
Coring & Non Coring bore holes	3.21	23.70	0.85

Table – XVII For Coring & Non Coring bore holes (UG)

Position	a	b	c
Coring & Non Coring bore holes	0.0	23.70	0.0

Note: For combo coal transportation, the values of a, b & c may be referred from the same table as of Surface to Surface coal transportation

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
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औद्योगिक अभियंत्रण विभाग

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Ref: ECL/IE/SOP/2022/99 Date: 12-07-2022

To
The General Manager
All Areas of E.C.L.

Sub: Guidelines /SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast Patches in ECL.

Dear Sir,

Please find enclosed herewith "Guidelines /SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast Patches in ECL" for implementation.

This issues approval of Competent Authority.

Yours faithfully

General Manager (IE)
ECL HQ

Encl: as stated.

Copy to:
1. GM(co-ordn.)/TS to CMD
2. TS to D(T)P&P, TS to D(T)OP & TS to D(F)
3. GM(P&P), GM(CMC) & HOD(Survey)
4. All Executives of IE Deptt.

Guidelines / SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast patches in ECL

1. All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement.
2. An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice.
3. Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases:
   - (i) Any deviation of running Hiring of HEMM /OC Contracts.
   - (ii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts

   In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.
4. Distance measurement of pliable / motorable routes for transportation of Coal & OB shall be done by the standing committee constituted with the approval of D(T)P&P, ECL.

   The members of the Standing Committee are as under:

   a) Representative of GM(IE), ECL HQ
   b) Representative of HOD(Survey), ECL HQ
   c) AM(PC&D) of the concerned Area
   d) Area Survey Officer of the concerned Area
   e) Agent of the concerned Colliery
   f) Area Finance Manager or his representative of the concerned Area

5. Distance Slab measurement in the transportation slab of Coal / OB shall be guided by the following:

   i) In case of measurement by calibrated vehicle, lead distance will be average of both onward and return journey. Lead distance, in all cases, means one-way least distance (Shortest, pliable & allowed by Authority) of transport route.
   ii) Lead distance for the purpose of payment will be based on lead slab only i.e. if distance within and up to 1 Km, it should be in distance slab of (0 - 1) Km, similarly, distance of more than 1 Km and up to 2 Km, should be in slab of (1 -2) Km and so on.
   iii) However, if the actual measured distance in a particular slab falls within +100 meters from upper limit of that slab then it should be measured three times by the Standing Committee and lowest of these 3 measurements would be taken as actual distance.

iv) However, in case any dispute arises between the Committee members, the same shall be brought to notice of the concerned Director (Tech.) by Area GM concerned and the Director (Tech.) may constitute a committee consisting of GM(IE), GM(P&P), GM(Finance) & HOD(Survey) to verify the distance. The report of this committee shall be binding to all concerned.

6. For measurement of the pliable distance duly calibrated departmental vehicle / hired vehicle has to be used.

7. The committee will take up the work of calibration of departmental vehicle /hired vehicle being used for distance measurement in every measurement on National / State Highway between fixed milestones. Difference of odometer reading between two milestones of at least 10 Km distance from one another has to be compared for determination of Correction Factor (CF) to be applied for finding of actual distance.

8. For measurement of the transportation routes having partly pliable (motorable) and partly non-pliable (non-motorable) portion, distance measurement will be done as follows:

a) For the pliable (motorable) portion to measure by the calibrated vehicle.

b) For non-pliable (non-motorable) portion, theoretical distance based on plan, survey method and mine data are to be assessed at Colliery/Area level. Area authority shall submit non-pliable distance to HOD (Survey), ECL, HQ for vetting.

c) Area Authority shall submit a combined report including both pliable and vetted non-pliable distance (i.e. Total Lead = Pliable distance + Non-pliable distance between two points) for approval as per point no 12.

9. **Fixed Lead**

a) Entry point of the proposed patch should be marked on the plan with Mine Coordinates and RL.
b) Proposed fixed lead Gradient should not be flatter than 1 in 16 (from the entry point of the OC patch to face) and will be shortest pliable route.
c) Pliable route will be measured by using calibrated vehicle only. If fixed lead (from the entry point of the OC patch to face) is proposed from the plan, then RL of the proposed route in 30 mtr interval should be shown and it should not be flatter than 1 in 16.
d) After starting the contract, lead should be verified by the Area committee.

10. **In pit Lead**

a) Fresh profile survey of existing benches / ground is required. At least three masonry pillars shall be constructed as bench mark survey station nearby the proposed site as stated in New revised Yellow Book {7(a)}.
b) Before preparation of estimate lead wise quantity required to be vetted. For this purpose following should be followed.
   i. Section interval should not be more than 15 mtrs. for better estimation.
   ii. Sections should be sliced vertically 10 mtr or as deemed fit for calculation of slice wise quantity for deriving different leads.

iii. Plan & Section should be provided in both softcopy and hard copy.
iv. Slab wise Area & volume of coal & OB for checking purposes in Xlsx (MS Excel) format.
v. Length & width of the proposed patch should be clearly marked having coordinates of each vertex
vi. Pliable length and lift whichever are greater will be considered for each slab within proposed area.
vii. Available boreholes within the proposed area should be marked with Name & Number
viii. Borehole lithology should be drawn and considered for estimation of coal volume. Specific Gravity of coal within the proposed patch should be determined for estimation of coal in tonnage as stated in New revised Yellow Book {12/c)}
ix. If underground developed workings exist within the proposed area then estimation of coal should be determined as stated in New revised Yellow Book {7(f)}.

11 Dump Lead

a) Selection of dump site is very important. Avoid dumping in coal bearing area. Dumping should be proposed as per PR.
b) In case the above point (11a) cannot be followed then approval from competent authority / Director (Technical) has to be taken.
c) Proposed dumping area should be marked on the plan with top RLs. Expected of dump site after dumping should be written.
d) If dumping is being proposed in lower level of entry point level of the dump site, then midpoint of the proposed dump site will be considered as dump lead up to entry point level.
e) If dumping is being proposed in higher level of entry point level of the dump site, then lift and average pliable length will be considered.
f) In case of backfilled dumping, it is to ensure that final floor RL has been taken by the CMPDI or third party.

Note: - If survey pillars are destroyed during the contract period, new survey pillar will be established with information and consultation with subsidiary HQ and concerned authority (7(a) of New revised Yellow Book-2020).

12. In case of,
    a) **Initial measurement before preparation of Project Report (PR) and in case of deviation in approved PR**, concerned Area will obtain approval for lead distance measurement report and the same will be routed and vetted by the office of GM(IE), GM(P&P) and HOD(Survey) before it is put up for approval of Director (Tech.) in charge of concerned Area. After approval, photocopy of the approval (complete measurement file) will be communicated to concerned GM(IE) & HOD (Survey) and the original file / proposal will be kept in the custody of concerned Area.
    b) **Before release of first payment for Awarded Patch**, measurement is to be conducted by standing committee mentioned in Point no.4 and submit the report to concerned Area GM for Approval and will be kept under the custody of Concerned Area. A copy of the final noting sheet including approved plan is to be sent to IE and Survey Departments, ECL HQ.

c) **Any change in lead distance** as stated in point no. 8, fresh measurement to be taken up by the Standing Committee after due approval as stated in point no. 3 of this SOP. However, in case of increase in lead slabs compared to the existing one/ last approved one, approval of concerned Director (Tech.) shall be taken.

d) **For all other cases and before release of payment,** measurement of pliable transportation route is to be conducted as per office order issued by D(T)OP vide ECL/DT/OP/2925 dated 03.11.2021 by Area committee constituted by Concerned Area GM as per method mentioned above and noted in the measurement book for the above purpose.

13. Any modification or addition / deletion in SOP if considered necessary for lead distance measurement may be adopted with competent approval.

ANNEXURE - A

CHECKLIST FOR DISTANCE MEASUREMENT PROPOSALS

1. In the Proposal note sheet following details to be mentioned:

S. No	Loading/Starting location (Point 'A' as marked on the Plan with Coordinate)	Unloading/Ending location (Point 'Z' as marked on the Plan with Coordinate)	Route through which transporting is to be done indicating important landmarks. (In case the route is through Mines, Notations along the route, as marked in plan, is to be mentioned with Coordinate)
1			
2			

2. Each of the proposed routes is to be shown properly in the grid plan with nomenclature (i.e A,B,C……) along with Co-ordinates for the points of change of direction.
3. The purpose of lead measurement required to be furnished.
4. The Plan should have recent unique Reference / Plan No and signature of unit & Area Official with date.
5. State whether dump site (coal & OB) is as per PR or not. If dumping site / sites is / are not as per PR then approval of dumping site to be taken from the competent Authority/ Director (Tech.).
6. Specification of Seams along with co-ordinates for Coal Faces and OB Faces.
7. Signature of following persons both in the proposal note sheet and the plan:
    i. Area General Manager
    ii. Agent/Project Officer, OCP/Colliery
    iii. Manager, OCP/Colliery
    iv. Colliery Survey Officer or Colliery Surveyor, OCP/Colliery
    v. AM(PC&D)/SO(Mining)
    vi. Area Survey Officer
8. If there is any deviation in the proposal which may affect the terms and condition of awarded contract, the copy of approval of concern D (T) is required to be enclosed.
9. If OB Dump size is very large then proper gridding should be made for ensuring exact unloading points.
10. Details whether the route is completely pliable or otherwise is to be mentioned in the note sheet with marking of the same separately for pliable and non-pliable portions in the plan.
11. Certify that the routes proposed are the shortest pliable route.
12. Location of Check Post, Weighbridge, Crusher etc. is required to be mentioned in the proposed route and properly shown on the plan along with the co-ordinates.
13. OB Dump Feasibility Report is required to be furnish from the Area before the Lead Measurement by the Committee.
14. In the foreclosure proposal, copy of approved latest lead distance measurement is required to be enclosed.
15. Demarcation of Coal Dump and OB Dump with starting point, mid-point and end point of the Dump is to be mentioned and marked on the enclosed plan along with coordinates
16. Clarify for creation of new Coal Heap & OB dump.

ECL

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Industrial Engineering Department
CMD's Office,Sanctoria, P.O.Dishergarh,
Dt.Burdwan(W.B), Pin-713 333
Ph: No. 0341-2520401 Fax No. 0341-2520401

Ref: ECL/IE/Route measurement/616/2022/ 154 Date: 22.10.2022

OFFICE ORDER

A committee is hereby constituted for **"Distance measurement for transportation of OB/OB Re-handling/ any other equivalent material to sand bunkers of different collieries with/without processing for the purpose of stowing in UG mines of ECL"** consisting of the following members:

1. AM(PC&D), concerned Area
2. Area Survey Officer, concerned Area
3. Area Finance Manager, concerned Area
4. Agent, Concerned Colliery/Project
5. Representative of GM (IE), ECL HQ
6. Representative of HOD (Survey), ECL HQ

Detail procedure is mentioned in approved N/S no. ECL/IE/Route measurement/ 616/ 2022/ 153 dated 14.10.22 (copy enclosed).

General Manager (IE)

Distribution:
All Area GMs, ECL
GM(Co-ordination)/TS to CMD, ECL
GM(P&P)/GM(CMC), ECL
TS to D(T)P&P/TS to D(T)OP/TS to D(F), ECL
HOD(Survey), ECL HQ

औ. अ. वि. IED
इ. सि. एल: E.C.L
प्राप्त, RECEIVED
IE / NS...211...
19.10.22

प्राप्त किया/RECEIVED
सीयाम विभाग/Engg. Deptt.
क्रम सं/SL. No.....
दिनांक/Date ...13.10.2022
ईसीएल मुख्यालय/ECL HQ.
सांकतोडिया/SANCTORIA

निदेशक (तक) पी. पी. प्रभाग
Director (T) P&P Deptt.
ईसीएल मुख्यालय/ECL HQ.
प्राप्ति संख्या/Receipt No. NS-2070
दिनांक/Date 15.10.2022

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)

NOTING SHEET

Department: Industrial Engineering Department, ECL HQ

Ref: ECL/IE/NS/Route measurement/616/2022/159 Date: 14.10.2022

Sub: Distance measurement for transportation of OB/OB Re-handling/ any other equivalent material to sand bunkers of different collieries with/without processing for the purpose of stowing in UG mines of ECL

Recently, ECL has inaugurated a new Processed OB (POB) plant in Kajora Area and new POB plants and other alternate source of sand/stowing material is under proposal stage/ under process or is already running at different areas of ECL. This involves transportation of OB or stowing material between the following proposed/existing sources and destinations:

I. From OB Dump/OB Face to POB Plant
II. From POB Plant to different sand bunkers of UG Mines
III. From OB Dump/OB Face to sand bunkers of UG Mines
IV. Any other source of sand/other stowing material to dumping point not covered under guidelines on e-discount bidding of SOR and points mentioned above

The distance measurement for the above routes is to be completed prior to preparation of estimate/tendering process for the work of transportation of OB or stowing material as the case may be.

Presently, distance measurement in respect of OB/Coal transportation in hired opencast patches is conducted in accordance with the approved Guidelines/SOP and the distance measurement for sand transportation is carried out as per the guidelines provided in "Terms and Conditions for Discount bidding on Schedule of rates ..." circulated by GM(CMC) vide ref: ECL/HQ/CMC/Transport/2019/3643 dated 26.10.2019 as per prevailing practice. **However, the routes mentioned from Sl. No. I to IV do not fall under either category completely.**

The following is proposed for measurement of the above routes:

A. Standing committee consisting of the following members may be constituted by the GM of the concerned Area:

1. AM(PC&D), concerned Area
2. Area Survey Officer, concerned Area
3. Area Finance Manager, concerned Area
4. Agent, Concerned Colliery/Project
5. Representative of GM (IE), ECL HQ
6. Representative of HOD (Survey), ECL HQ

Note:

i) Here, concerned Area /colliery/project may be defined as the Area/ colliery/project receiving or destination of the sand/stowing material.

ii) If more than one colliery of same Area is involved, Agent of both (source and destination) collieries/projects are to be included in the committee.
iii) If more than one Area is involved, in addition to Agent of both the collieries/projects, Area Survey Officer of both Areas are to be included in the committee.

B. The measurement would be carried out as per the following guidelines:

a. Motorable/pliable distance from entry point of proposed site/OCP will be measured by committee as per prevailing practice and non-motorable distance will be measured by Area and vetted by HOD (Survey), ECL HQ before finalization of composite route distance.
b. Area will have to show the proposed route in a plan having unique reference number and is to be certified by concerned Agent and Area officials that the proposed route is the shortest pliable route between the source and destination.
c. Area administration will have to ensure that the distance is remeasured before release of first payment.

C. Approval:

1. The measured lead distance shall be put up for approval of the concerned Director (Technical) through the GM of the concerned Area.
2. In case of any dispute between the committee members, the same shall be brought to notice of the concerned Director (Technical) by Area GM and Director (Technical) may constitute a committee for resolution of the dispute which will be binding to all concerned.

निदेशक (तकनी सेवे. पर्सो. कार्मिकलाभ)
ECL
ECL HQ
प्राप्ति संख्या/Receipt No. NS-2115
दिनांक/Date 22.10.2022

Submitted for kind approval.

14/10/22
General Manager (IE)

Director (Technical) P&P, ECL

P.I. examine
17/10/20

HOD (Survey)

Examined, proposal as in order.
19/10/2022

Director (Tech) P&P

Adm Approved
21/10/22

General Manager (IE)

22/10/22

Ch. Mgr (M) (IED)

ईस्टर्न कोलफील्ड्स लिमिटेड (कोल इंडिया का एक अभिन्न अंग(अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय सांकतोड़िया, पत्रालय-डिसेरगढ़, जिला-पश्चिम बर्धमान, पश्चिम बंगाल713333- औद्योगिक अभियंत्रण विभाग		EASTERN COALFIELDS LIMITED (A subsidiary of Coal India Limited) Office of the Chairman-cum-Managing Director Sanctoria, P.O.: Dishergarh, Dist.-Paschim Bardhman, West Bengal-713333 Industrial Engineering Department CIN-U10101WB1975GOI030295 Website- www.easterncoal.nic.in

Ref: ECL/IE/SOP /2023/01 Date: 02-01-2023

To

The General Manager

All Areas of ECL.

Sub: Amendment in existing guidelines/SOP for lead distance measurement of hired opencast patches in ECL.

Dear Sir,

The competent authority has approved the following amendments in *existing "Guidelines/SOP for Lead distance measurement in respect of Hired Opencast patches in ECL"* circulated by GM(IE) vide ref. no. ECL/IE/SOP/2022/99 dated 12.07.2022. The following are the modified provisions / amendments:

Clause No.	Existing provision	Modified provision
1	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement.	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) to HOD(Survey). HOD(Survey) shall scrutinize the proposal and send it to GM(P&P) through GM(IE). GM(P&P) will study the proposal and take administrative approval of concerned Director (Tech.) in charge of the Area for carrying out the lead measurement.
2	An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice.	This clause stands deleted.

Clause No.	Existing provision	Modified provision
3	Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases: i) Any deviation of running Hiring of HEMM /OC Contracts. ii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.	Area Authority will have to obtain administrative approval for lead distance measurement (following the procedure as stated in Clause 1 above) from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in the following cases: i) Before preparation of estimate if there is deviation from approved PR . ii) Any deviation of running Hiring of HEMM /OC Contracts. iii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts. In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.
12(a)	In case of **Initial measurement before preparation of PR and in case of deviation of PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of GM(IE), GM(P&P) and HOD (Survey) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.	In case of **deviation of approved PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of HOD (Survey), GM(IE) & GM(P&P) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.

Amit. 09/01/23

General Manager(IE)

Copy to:

1. GM(Co-ordn.)/TS to CMD
2. TS to D(T)P&P, TS to D(T)OP & TS to D(F)
3. GM(P&P), GM(CMC) & HOD(Survey)
4. All Executives of IE Dept.

ECL

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Industrial Engineering Department
CMD's Office, Sanctoria, P.O.Dishergarh,
Dt.Burdwan(W.B), Pin-713 333
Ph: No. 0341-2520401 Fax No. 0341-2520401

Ref: ECL/IE/Route measurement/616/2023/130

Date: 30 -11-23

To
The GM
All Areas of ECL

Sub: Checklist for proposal of transportation of coal and sand transportation routes

Dear Sir,

The proposal for measurement of coal and sand transportation routes received from Areas requires to be standardised. As such, the following checklist is to be followed by all Areas in order to apply for route measurement:

1) The type of route i.e. existing or new route and purpose of the measurement has to be clearly stated.
2) As per Clause no. 2.1 (A) of SOR Document (ECL/HQ/CMC/Transport/2019/3643 dated 26.10.2019) the route measurement committee consists of
"AGM/GM (OP) and any officer conversant with the situation, Area Finance Manager, Agent concerned and a representative of IED from Corporate HQ"
3) The details of the route(s) to be measured must include the loading point, unloading point and conspicuous landmark of each route in a tabular form as given below:

Sl. No	Details of Route		
	Loading point	Landmarks (if any)	Unloading point

4) Area is to provide Line diagram showing details of loading point, unloading point, and important landmarks of the routes to be measured. In case the route for loaded tipper and empty tipper is different, they are to be marked in different colour.
5) It should be mentioned in the line diagram that the proposed route is the shortest pliable route between the proposed loading and unloading point. The diagram, along with the shortest pliable route certificate, is to be duly approved by Agent of concerned Colliery. The reference number of the line diagram is to be mentioned in the final noting sheet.
6) If the route(s) to be measured is/are existing route(s), a copy of the last approved measurement report is to be provided.

The above document is to be sent to this department preferably via email / e-Office or any other suitable means for nomination of representative of GM (IE) and measurement of route.

All other aspects of the measurement will be guided by the SOR booklet (ECL/HQ/CMC/Transport/2019/3643 dated 26.10.2019) and Competent directives issued time to time.

Yours faithfully,

30/11/23
General Manager (IE)

CC: DT (P&P) / DT (OP), ECL – for Kind information
CC: H.O.D (CMC), ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक सहायक संस्था)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
संक्टोरिया,पो- दिशरगढ़ जिला- वर्धमान (प.बं)-713333
सी.आइ.एन -U10101WB1975GOI030295
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Certified Company

LRE Dept. Fax: 0341-2521470 Email: gmlreecl@gmail.com

ईसीएल/सीएमडी/एलआरई/ 2021-22/85

दिनांक: 22 मार्च 2022

सेवा में,
महाप्रबंधक/ The General Manager
सभी क्षेत्र / All Areas.
ईस्टर्न कोलफील्ड्स लिमिटेड /Eastern Coalfields Limited

विषय: **Requirement of specific recommendations of the Area General Managers for the proposals forwarded for competent approval**

महाशय,

It is found that many proposals, seeking approval of the Competent Authority for land acquisition/ purchase, compensation payment, proposal for employment against land, package for Rehabilitation & Resettlement benefits for the displaced families, relaxation of the provisions of R&R Policy of CIL for different purposes, requirement of funds to meet expenses related to land related matters etc., are being forwarded to the headquarters without proper recommendation by the General Manager of the Areas. In many cases queries of the concerned departments of headquarters are answered by lower rank officials and are forwarded without proper vetting and recommendation of the General Managers.

It may please be noted that, as per approved guidelines and existing practice of the company, every proposal including each employment proposal which is forwarded to the headquarters for approval of the Competent Authority must be properly examined by the concerned officials of the Area, members of the Land Cell Committee, as the case may be, and have to be vetted and specifically recommended by the Area General managers so that the same can be examined and processed by different departments of headquarters for obtaining approval of the Competent authority.

धन्यवाद और सम्मान के साथ

(पार्थ सखा दे)
महाप्रबंधक (भू.रा.सं)/ General Manager (LRE)
ईस्टर्न कोलफील्ड्स लिमिटेड
संलग्न: यथोपरी

प्रतिलिपि:
निदेशक (तकनीकी) योजना व परियोजना / Director (Tech) P&P- for information
अध्यक्ष-सह-प्रबंध-निदेशक के सचिव/ TS to Chairman-Cum-Managing Director- - for information

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक सहायक संस्था)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोरिया, पो- दिशेरगढ़ जिला- बर्दमान (प.बं)-713333
सी.आई.एन -U10101WB1975GOI030295
वेबसाइट -www.easterncoal.gov.in
एक ISO 9001,ISO 14001 & OHSAS 18001
प्रमाणित संगठन

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Certified Company

ईसीएल/सीएमडी/एलआरई/एटीआर/ 3223 दिनांक: 04 जनवरी 2022

सेवा में,
महाप्रबंधक/ The General Manager
सभी क्षेत्र / All Areas (In the State West Bengal only),
ईसीएल /ECL

विषय/ Subject: **Communication of the decision taken by ECL Board in its 346th meeting held on 23rd December 2021 in respect to the proposal for relaxation with respect to Approval accorded by ECL Board in its 330th meeting for purchase of Private Debottar land from legal heirs of recorded Sebaits and allowing them to nominate employment under package deal system of R&R Policy of CIL.**

महाशय,

ECL Board in its 346th meeting held on 23rd December' 2021 has approved the proposal for relaxation of norm approved by ECL Board in its 330th meeting held on 10.06.2020 and allow purchase of Private Debottar land from the legal heirs of deceased recorded 'Sebaits' and allow them to nominate for employment as a generalised policy to be made applicable for all the mines of ECL situated in West Bengal.

This is for your information and necessary action.

भवदीय,

4/1/2022

महाप्रबंधक (भू.रा.से)
संलग्न: यथोपरी

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इण्डिया लिमिटेड का एक अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पोस्ट-डिसरगढ़, जिला-पश्चिम बर्धमान
(प.ब.), कंपनी सचिवालय, टेलिफैक्स:
0341-2520546.
सी.आई.एन: U10101WB1975GOI030295
वेबसाइट: www.easterncoal.gov.in

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Chairman-cum-Mg. Director
Sanctoria, P.O. Disergarh-713333
Distt. West Burdwan (W.B.)
Company Secretariat
Telefax: 0341 – 2520546
E-mail: eclcos17a@gmail.com
CIN-U10101WB1975GOI030295
Website: www.easterncoal.gov.in

Land Revenue & Estate Department
ECL, P.O. Sanctoria
D. No. 32 22 - 4/1/21

Ref. No. ECL:CS:3(345-C)/4

January 03, 2022

सेवा में/To,
महाप्रबंधक (भू राजस्व एवं सम्पदा)/
General Manager (LRE),
ई.सी.एल, सांकतोड़िया / ECL, Sanctoria.

महोदय Dear Sir,

Sub.: Minutes of the 346th Meeting of Board of Directors of ECL held on 23rd December, 2021.

Reproduced below is the relevant extracts from the Minutes of the 346th Meeting of the Board of Directors of Eastern Coalfields Limited, held on 23rd December, 2021 with regard to the following:

"346.03(C) Approval for relaxation with respect to approval accorded by ECL Board in its 330th meeting for purchase of private Debottar Land from legal heirs of recorded Sebaits and allowing them to nominate employment under package deal system of R&R Policy of CIL.

(i) Director (Technical) Project & Planning apprised the Board that the proposal is for providing relaxation with respect to approval accorded by ECL Board in its 330th meeting for purchase of private Debottar Land from legal heirs of recorded Sebaits and allowing them to nominate employment under package deal system of R&R Policy of CIL.

(ii) In view of the above and details as brought out in the agenda, ECL Board after detailed deliberation approved the relaxation of norm approved by ECL Board in its 330th meeting held on 10.06.2020 and allow purchase of private Debottar land from the legal heirs of deceased recorded 'Sebaits' and allow them to nominate for employment as a generalised policy to be made applicable for all the mines of ECL situated in West Bengal as brought out in the agenda.

Communicate

Sri Narsaiah

4/1/2022

346.04(B) Administrative approval for one-time payment of ₹ 1.50 Lakh in lieu of the constructed house for the affected families who opts not to accept constructed house as per the Second Schedule of RFCTLARR Act, 2013

(i) Board noted the information as brought out in the agenda."

Original papers/file(s) on the above proposals bearing Item No. 346.03(C) were delivered to your Department on 22.12.2021 and those on Item No. 346.04(B) were delivered to your Department on 22.12.2021.

This is for your kind perusal.

भवदीय/Yours faithfully,

3/1/22

(रामबाबू पाठक)

(Rambabu Pathak)

प्रबंधक (वित्त)/कंपनी सचिव

Manager (Finance)/Company Secretary

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक सहायक संस्था)
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ईसीएल/सीएमडी/एलआरई/ 1569

दिनांक: 03 अक्तूबर 2019

सेवा में,
महाप्रबंधक/ The General Manager
सभी क्षेत्र/ All Areas,
ईसीएल /ECL

विषय/ Subject: *Norm for System Improvement to ascertain relationship of claimant with Ex-employe / Land Owner etc.*

महाशय,

As per recommendation of Chief Vigilance Officer, Eastern Coalfields Limited, Competent authority has been pleased to approve following procedure for physical verification of relationship of landowner with the nominee regarding his claim of employment against land:

1. General Manger of the Area should request In-charge of local Police Station, attaching related documents submitted by Landowner/ nominee with respect to their relationship, to physically verify the same and certify whether the relationship claimed in the documents are genuine.
2. If, for any reason whatsoever, the police-verification report is not obtained then, the same may be physically verified by a team of Area Personnel Manager and Area Land Dealing Officer. The team will visit the residential place of the landowner and physically judge relationship between the landowner and nominee. The team will take a written and duly signed statement of the landowner in this regard on the spot and the same should be countersigned by two neighboring villagers as witnesses and the team members mentioning full address of the place and date.

Above procedure should be followed strictly before initiation of any employment proposal for approval with immediate effect and copy of the certificate regarding physical verification of the relationship must be attached to the concerned employment proposal. This measure is to be carried out in addition to the existing procedure of document based relationship verification procedure.

धन्यवाद और सम्मान के साथ

3/10/2019

(पार्थ सखा दे)
महाप्रबंधक (भू.रा.से)/ General Manager (LRE)
ईस्टर्न कोलफील्ड्स लिमिटेड

प्रतिलिपि:
निदेशक (तकनीकी) योजना व परियोजना / Director (Tech) P&P/ निदेशक (कार्मिक)/ Director (personnel)/ अध्यक्ष-सह-प्रबंध-निदेशक के सचिव/ TS to Chairman-Cum-Managing Director/ महाप्रबंधक (कानून)/ General Manager (Legal)/ General manager (Vigilance)

ईस्टर्न कोलफील्ड्स लिमिटेड (कोल इंडिया लिमिटेड का एक सहायक संस्था) अध्यक्ष सह प्रबंध निदेशक का कार्यालय संक्टोरिया,पो दिशेरगढ़ जिला- बर्धमान (प.ब) 713333 सी.आई.एन -U10101WB1975GOI030295 वेबसाइट -www.easterncoal.gov.in एक ISO 9001,ISO 14001 & OHSAS 18001 प्रमाणित संगठन		EASTERN COALFIELDS LTD (A SUBSIDIARY OF COAL INDIA LTD.) Office of the Chairman cum Managing Director Sanctoria • P.O - Dishergarh • Dist - Burdwan (W.B) – 713333 CIN-U10101WB1975GOI030295 Website-www.easterncoal.gov.in An ISO 9001,ISO 14001 & OHSAS 18001 Certified Company

LRE Dept. Fax: 0341-2521470 Email: engreecl@gmail.com

ईसीएल/सीएमडी/एलआरई/चोडे/ 562 **EMAIL** दिनांक: 16th Aug 2018

सेवा में,

महाप्रबंधक / The General Manager,

राजमहल एरिया / Rajmahal Area, एस.पी.माइंस एरिया / S.P. Mines Area & मुग्मा एरिया / Mugma Area,

ईसीएल / ECL

विषय: *MODIFICATION IN THE NORMS FOR SYSTEM IMPROVEMENT APPROVED IN 310TH ECL BOARD MEETING HELD ON 10TH APR 2018.*

महाशय,

A proposal with respect to modification in the norms for system improvement, approved in 310th ECL board meeting held on 10th Apr 2018 and communicated to all Areas of ECL through our office order no. ECLCMD/LRE/273 dated 2nd May 2018, was placed in the 315th meeting of Board of Directors of ECL held on 29th July 2018 as Agenda no. 315.03(O). The minutes of the Board meeting has been circulated by the Company secretary through letter ref no. ECL:CS:3(315-C)/10 dated 13th Aug 2018 wherein it is stated that the Board after detailed deliberation, modified the norms as under:-

1. Ownership Certificate is mandatory for purchase of land. Land can be purchased through sale-deed by ECL from a landowner only if his name is recorded as owner against the concerned plot area of land in the records of State Revenue department.

2. Mutation of land in favor of ECL must be done before providing employment / compensation except in cases where land transfer is governed/ restricted by SPT/ CNT Act or where conditional employments have been approved by the Competent Authority against land which are disputed/ sub-judice and mutation of land in favor of the company isn't possible before providing employment due to statutory / legal obligations, or the land has already been acquired through CBA(A&D) Act, 1957 and the mutation hasn't been done in view of clarification of MOC, GOI through letter ref no. 43024/6/99-PRIW dated 2nd Nov 2007, and in those cases following conditions are to be strictly complied with:

   (i) All conditional employments will be treated as temporary till the concerned land is mutated in favor of the company.

   (ii) Physical possession of the land is to be taken before providing the employment. Unit and Area Authority must issue a written certificate in this regard and the same should be attached to the employment proposal.

   (iii) Agreements for providing approved R&R benefits/employments for taking physical possession of land from landowners are to be registered in the concerned State registration office, ***except where SPT Act and CNT Act are applicable. At the places where SPT Act and CNT Act are applicable, the employment proposals may be disposed off by entering into an unregistered agreement along with an affidavit and an indemnity bond with sureties. In cases where approval is needed from the concerned District Authority under the provisions of CNT Act for registration of Sale Deed, a clause in the said agreement is to be inserted as under:-***

   "It would be the responsibility of the landowners to hand over the copy of the approval of State Authority in respect of transfer of land, which is involved in employment, to ECL within next two years. If ECL does not

receive the said approval due to the fact that either the ownership of the landowner over the land is not authenticated by the State Authority or the Competent Authority of State Government denies to approve the application for transfer of the land in favor of ECL for any other reason whatsoever then, ECL may take any disciplinary action including termination of service of the nominee who has been employed against the concerned land."

This is for your kind information and further needful action in this regard.

Thanks & Regards,

भवदीय,

16/8/2018

महाप्रबंधक (भू.र.स)

प्रतिलिपि: निदेशक (तकनिकी) योजना एवं परियोजना / D(T)P&P ~ for kind information
आपके तकनिकी सचिव /TS to CMD

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक सहायक संस्था)
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ईसीएल/सीएमडी/एलआरई/394

दिनांक 7th June 2018

CIRCULAR

The following provisions in respect of system improvement regarding Resettlement and Rehabilitation Policy of ECL, as suggested by the Vigilance department and duly approved by the Competent Authority, shall be adhered to and followed for carrying out resettlement and rehabilitation related activities in ECL.

Norms w.r.t System Improvement

In order to prevent the re-occurrence of the irregularities, as has been observed during an enquiry conducted by the Vigilance Department, ECL on the system and procedure as was followed for finalization of R&R benefits in respect of Bhadotola Village of Rajmahal Area, a system improvement regarding implementation of the existing provisions of Resettlement & Rehabilitation Policy 2012 of CIL has been suggested as under:

A. The provisions of Resettlement & Rehabilitation Policy 2012 of CIL with respect to rehabilitation of project affected people (PAPs) should be followed in all projects of Eastern Coalfields Limited and formation of committee for census and settlement of compensation should be done as per provisions of clause-9 of Resettlement & Rehabilitation Policy 2012 of CIL which speaks as below:

Clause-9 Resettlement & Rehabilitation Committee- A committee will be constituted at project level under the chairmanship of the collector to be called the Rehabilitation and Resettlement Committee with the following objectives to monitor and review the progress of implementation of the Rehabilitation and Resettlement Scheme and to carry out post implementation social audits in consultation with the village panchayat in rural areas and municipality in urban areas in the manner will be detailed by the concerned State Govt.:

I. To approve the list of land losers and other PAPs;

II. To approve the list of persons eligible to be offered employment as per R&R Policy;

III. To approve the detailed Rehabilitation Plan for the project in consultation with the displaced persons and Gram Sabhas;

IV. To expedite issue of domicile certificate and other necessary documentation required for State Authorities;

V. To monitor and review the progress of the Rehabilitation Scheme, grant of benefits and handing over of possession of land in a smooth manner;

VI. To facilitate the land acquisition process in any other manner as may be required including resolution of disputes;

VII. To carry out post implementation social audit in consultation with the authorities.

P.T.O

8. Socio- economic Survey and preparation of Rehabilitation Action Plan (RAP) should be done in accordance with provisions of clause-5 of Resettlement & Rehabilitation Policy 2012 of CIL which speaks as below;

Clause-5:- Socio- economic Survey and preparation of RAP-

A baseline socioe-conomic survey will be carried out to identify the PAPs who are enlisted to receive benefits in line with Coal India Resettlement and Rehabilitation Policy. This survey will be conducted within two months of notification under relevant land acquisition Acts by the subsidiaries with the help of reputed independent institutional agencies, who are well versed with the social matrix of the area.
The basic objective of the socio-economic study will be to generate baseline data on the social and economic status of the population who are likely to lose their means of livelihood or home stead due to acquisition of land for the project. The data base will be used to formulate a viable and practical Rehabilitation Action Plan (RAP) for the affected persons in line with their entitlements. Digital Satellite Maps would also be prepared of the project Area freezing the dwelling units and habitations existing at the time of negotiation for Land Acquisition wherever feasible.

In addition to the above, other provisions of Resettlement & Rehabilitation Policy 2012 of CIL should also be followed in all projects of ECL to prevent the re- occurrence of the irregularities mentioned

The above norms shall be implemented with immediate effect.

महाप्रबंधक (भू.रा.से.)

प्रतिलिपि: Director (P) } ~ For kind information
Director (T) }
CVO, ECL
TS To CMD
All Areas' General Managers
GM, P&P, Safety, Legal, Fin (I/C)
Office copy/ Reading file

ईस्टर्न कोलफील्ड्स लिमिटेड
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ईसीएल/सीएमडी/एलआरई/273

दिनांक: 2nd May 2018

CORRIGENDUM

In partial modification of the earlier officer order ref. no. ईसीएल/सीएमडी/एलआरई/269 dated 28th Apr 2018 issued earlier, the following norms related to acquisition / possession of land as well as processing of employment against land (circulated through letter ref no. ECL/CS/3(310-C)/05 dated 23rd Apr 2018 by the Company Secretary) have been approved by the Board of Directors of ECL in the 310th Meeting held on 10th April 2018 under Agenda no. 310.03(M).

Norms w.r.t System Improvement

1. Ownership Certificate is mandatory for purchase of land. Land can be purchased through sale-deed by ECL from a landowner only if his name is recorded as owner against the concerned plot area of land in the records of State Revenue department.

2. Mutation of land in favor of ECL must be done before providing employment / compensation except in cases where land transfer is governed/ restricted by SPT/ CNT Act or where conditional employments have been approved by the Competent Authority against land which are disputed/ sub-judice and mutation of land in favor of the company isn't possible before providing employment due to statutory / legal obligations, or the land has already been acquired through CBA(A&D) Act, 1957 and the mutation hasn't been done in view of clarification of MOC, GOI through letter ref no. 43024/6/99-PRIW dated 2nd Nov 2007, and in those cases following conditions are to be strictly complied with:

   a) All conditional employments will be treated as temporary till the concerned land is mutated in favor of the company.

   b) Physical possession of the land is to be taken before providing the employment. Unit and Area Authority must issue a written certificate in this regard and the same should be attached to the employment proposal.

   c) Agreements for providing approved R&R benefits/employments for taking physical possession of land from landowners are to be registered in the concerned State registration office. In cases where approval is needed under the provisions of CNT Act for registration of Sale Deed, a clause in the said registered agreement is to be inserted as under:-

      "It would be the responsibility of the landowners to hand over the copy of the approval of State Authority in respect of transfer of land, which is involved in employment, to ECL within next two years. If ECL does not receive the said approval due to the fact that either the ownership of the landowner over the land is not authenticated by the State Authority or the Competent Authority of State Government denies to approve the application for transfer of the land in favor of ECL for any other reason whatsoever then, ECL may take any disciplinary action including termination of service of the nominee who has been employed against the concerned land."

The above norms shall be implemented with immediate effect.

Inconvenience caused is deeply regretted.

2/5/2018

महाप्रबंधक (भू.रा.स.)

प्रतिलिपि: Director (P) ; Director (T) ; CVO, ECL ~ For kind information
TS To CMD
All Areas' General Managers; GM, P&P; GM, Safety; GM, Legal; GM, Fin (I/C)
Office copy; Reading file

ईस्टर्न कोलफील्ड्स लिमिटेड
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ईसीएल/सीएमडी/एलआरई/269

दिनांक: 28th Apr 2018

OFFICE ORDER

The following norms related to acquisition / possession of land as well as processing of employment against land (circulated through letter ref no. ECL/CS/3(310-C)/05 dated 23rd Apr 2018 by the Company Secretary) have been approved by the Board of Directors of ECL in the 310th Meeting held on 10th April 2018 under Agenda no. 310.03(M).

Norms w.r.t System Improvement

a) All conditional employments will be treated as temporary till the concerned land is mutated in favor of the company.

b) Physical possession of the land is to be taken before providing the employment. Unit and Area Authority must issue a written certificate in this regard and the same should be attached to the employment proposal.

c) Agreements for providing approved R&R benefits/employments for taking physical possession of land from landowners are to be registered in the concerned State registration office. In cases where approval is needed under the provisions of CNT Act for registration of Sale Deed, a clause in the said registered agreement is to be inserted as under:-

"It would be the responsibility of the landowners to hand over the copy of the approval of State Authority in respect of transfer of land, which is involved in employment, to ECL within next two years. If ECL does not receive the said approval due to the fact that either the ownership of the landowner over the land is not authenticated by the State Authority or the Competent Authority of State Government denies to approve the application for transfer of the land in favor of ECL for any other reason whatsoever then, ECL may take any disciplinary action including termination of service of the nominee who has been employed against the concerned land."

The above norms shall be implemented with immediate effect.

28/4/2018.
महाप्रबंधक (भू.रा.स.)

प्रतिलिपि: Director (P), Director (T) } ~ For kind information
CVO, ECL
TS To CMD
All Areas' General Managers
GM, P&P, Safety, Legal, Fin (I/C)
Office copy/ Reading file

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इण्डिया लिमिटेड का एक अंग)
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सांकतोडिया, पोस्ट-डिसरगढ़, जिला-बर्धमान (प.ब)
कंपनी सचिवालय
टेलिफैक्स: 0341-2520546
सी.आइ.एन :U10101WB1975GOI030295
वेबसाइट :www.easterncoal.gov.in

Ref. No. ECL:CS:3(296-C)/01

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Chairman-cum-Mg. Director
Sanctoria, P.O. Disergarh-713333
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Company Secretariat
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Website: www.easterncoal.gov.in

भू प्रशासन एवं संपदा विभाग
Land Revenue & Estate Department
ECL, H. Q. Sanctoria
D. No. 623 Date. 4.4.17

April 03, 2017

सेवा में/To
महाप्रबंधक (भू राजस्व एवं सम्पदा) /
General Manager (LRE),
ई.सी.एल. सांकतोडिया / ECL, Sanctoria.

महोदय/Dear Sir,

Sub. : Minutes of the 296th Meeting of Board of Directors of ECL, held on 18th March, 2017.

Reproduced below is the relevant extracts from the Minutes of the 296th Meeting of the Board of Directors of Eastern Coalfields Limited, held on 18th March, 2017 with regard to the following:

"296.03(A) Abolition of three self-imposed norms of ECL to facilitate smooth acquisition/taking physical possession of land for different projects/existing mines &

296.03(X) Relaxation of the two self-imposed norms of ECL for more than two nominations by a landowner and more than two employments for a family against loss of their land for Jhanjra Project, ECL.

(i) Director (Personnel) apprised the Board that in the past five years, Govt. of West Bengal ceased to involve itself in acquisition of land. So, acquisition of land through LA Act, 1894 (or, RFCTLARR Act, 2013 as on date) has virtually been stopped in West Bengal. Owing to abnormal delay in the acquisition process, ECL requested the State Govt. to close pending cases of acquisition through LA Act and the State Authority closed most of the pending LA cases and in many cases deposited money was also refunded after deduction of 10% administrative charge. In the above scenario of land acquisition, wherein lion's share has been credited to outright purchase, ECL is now facing the following situation:

(1) Landowner has now choice of not selling his land to ECL.
(2) ECL has to purchase land only from last recorded landowner irrespective of the person's period of ownership over the land and without consideration of gender of the person;
(3) ECL has to purchase land for running projects/mines even from the landowners who have already nominated two nominees in the past against loss of land. But, now they are reluctant to sell their land as they know that they are not eligible for employment.
(4) ECL generally pays land value to the tune of ₹ 2-3 Lakh/Acre with employment to the landowner at present. This land value is less than the present market value of land. Again, as per existing norm, one family/landowner can get only two employments against loss of land. This has created dissatisfaction among landowners, who feel that they are being underpaid especially against the land for which they are not entitled to get employment. So, they try to sell their land to others at market price/at higher value. But, there also his eligibility of getting employment is restricted by the norm of 'minimum three year's ownership.'
(5) Area Authorities are facing tremendous problems in acquiring total land required for the entire project area as some of the land owners are creating substantial resistance and in some cases, land owners are getting united for not selling their land in protest of non-availability of employment opportunity due to existence of some self-imposed norms of ECL.

In case of land already acquired through CBA (A&D) Act, 1957, ECL has to take physical possession of the land from the landowner, who has legal right, title and ownership as on the date of notification u/s 9 of the said Act by paying him monetary compensation as per

For and on behalf of Eastern Coalfields Limited

statutory provision and other R&R benefits including employment as per provisions of R&R Policy of CIL. Being involuntary acquisition, the concerned landowner has no power to refuse the transfer of the title but he has every right to bargain on the compensation package for handing over physical possession to ECL under sec. 14(1) of the said Act. Decision of not providing employment on the basis of self-imposed norms of ECL are creating resentment amongst landowners and projects/mines authorities are facing problem in taking physical possession of land for running their projects/mines. The major three norms which are creating bottlenecks in land acquisition and have been proposed for abolition are:

(1) Requirement of minimum three years' period of ownership of the land owner over a plot of land.
(2) Ineligibility of a land owner to nominate more than two nominees for employments and non-entitlement of a family to get more than two employments against loss of land;
(3) Employment of Females against loss of land.

Three major self-imposed norms, which are creating bottlenecks in purchase of land or taking physical possession of land that has already been acquired through CBA (A&D) Act along with their source and negative impacts on acquisition of land are as follows:

(A) **Requirement of minimum three years' period of ownership of the land owner over a land**: This norm was included in the draft guideline for providing employment under land loser scheme that was approved by the Functional Directors in their meeting held on 31st July, 2000. As per the said guideline, this norm was incorporated to avoid transaction of land with a motive of getting job in ECL. Later in the 176th meeting of ECL Board, held on 30th March, 2003, the matter was again discussed. In the revised guideline approved in the said meeting of ECL Board, it is mentioned as follows:

"After protracted deliberation, Board authorized Chairman to deal the matter."

Impact on Land acquisition:

(1) Projects/mines authorities are constrained to purchase the land wherein landowners having period of ownership less than 3 years prior to the acquisition/ use of the land by ECL for operation of their projects/mines and they are also constrained to forward the employment proposals involving above type of land with recommendation to relax the aforesaid norm.
(2) Non-approval of the employment proposal on the ground of aforesaid norm communicates negative signal amongst the landowners, who are prompted not to sell further land to ECL and projects/mines authorities are facing problem in further purchase of land or taking physical possession of land acquired through CBA (A&D) Act, 1957.
(3) As per the available statistics, approximately 37.24% of the total employment approved in last three years involved land having less than three years' ownership of landowners over some portions of land offered for employment. So, it has become almost a routine job of CMD, ECL to approve such employment proposals.
(4) CMD, ECL has to deal with huge numbers of employment proposals for according his approval with respect to relaxation of aforesaid norm that consumes substantial valuable time of the competent authority for disposing off this type of repetitive job.

Previous instances of relaxation approved: For Sonepur Bazari Project, relaxation of the same norm was already approved by ECL Board, in its 246th Meeting, held on 15th July, 2011 as well as previous 170th and 171st meetings, wherein providing employment was approved to land transferees, who purchased their land even after vesting of the land to Central Govt. by virtue of notification u/s 9(i) of CBA (A&D) Act, 1957.

Provision of R&R Policy: There is no provision in the R&R Policy of CIL 2012, wherein either acquisition of land or providing employment against acquired land has been restricted on the basis of ownership period of the landowner over the land.

(B) **Ineligibility of a land owner to nominate more than two nominees for employments and non-entitlement of a family to get more than two employments against loss of land**: In the norms for employment against land that was approved in the 176th ECL Board meeting, held on 30th March, 2003, it was stated that:

"In all cases including tagging and package deal, nomination for employment to maximum of two persons by same owner should be allowed. This is to be implemented everywhere except at those places in Jharkhand State where CNT/SPT Act is applicable."

Impact on Land acquisition:

(1) The landowners, who have already transferred their land to ECL and have nominated more than two nominees for employment in the past without having knowledge about the said norm are now showing agitation before the management and are claiming employments.
(2) Landowners having above problem are not willing to transfer/handover physical possession of their land to ECL.
(3) Due to acute problem being faced in taking physical possession of the land acquired through CBA (A&D) Act, 1957, Jhanjra Project has already moved a separate proposal for relaxing the aforesaid norm. Other Areas are also reporting their problems to LRE Department regularly.
(3) In certain cases, more than four acres of land is recorded in the name of head of the family like father or grandfather and there are more than two adult members in the down hierarchy of the family. But, due to acquisition of land through CBA (A&D) Act, 1957, the land cannot be mutated in the names of present adult members of the family. In this case also, total employment is restricted to two only against the undivided family and other adult members are deprived of the benefit. Now, the family members of these types of undivided families are not willing to handover possession of land to ECL.

Previous instances of relaxation approved:

(1) The aforementioned norms of ECL have been relaxed for New Kenda Mega Project of Kenda Area by approval of competent authority vide Ref. No. ECL/CMD/LRE/150/Area/123, dated 4th February, 2015.
(2) The same norm was relaxed for Sonepur Bazari Project in the 255th ECL Board Meeting, held on 4th August, 2012 as well.

Provision of R&R Policy: This is a self-imposed norm of ECL and there is no provision in the R&R Policy of CIL 2012.

(C) Non-Employment of Females against loss of land: In the norms for employment against land that was approved in the 176th ECL Board meeting, held on 30th March, 2003 it was stated that:

"Employment against land should be provided to males only in view of the limited employment opportunity in mining. In exceptional cases where there is no male nominee, the proposal for female employment should be placed before the Board for its consideration."

Impact on Land acquisition:

(1) There are lot of female landowners who, in the present socio-economic structure are capable of doing jobs themselves and are demanding employments for themselves;
(2) Many landowners have no son and only daughters. They want to nominate their daughters for employment to safeguard their future;
(3) In many cases, sons of the landowners are already employed and they want to nominate their female descendant for employment;
(4) In all the above cases, landowners are reluctant to transfer/handover physical possession of land to ECL.
(5) At present, there are two proposals of Salanpur Area, Nine proposals of Sripur Area, three proposals of Kenda Area and one proposal of Kunustoria Area kept pending at HQ level for this norm. There may be more proposals pending at Area and unit level also.
(6) The above instances are creating resentment among landowners and some forums of land losers/political groups are posing agitations also at local levels. All these are creating bottleneck in land acquisition at different Areas.

Provision of R&R Policy: There is no restriction in the R&R Policy of CIL 2012.

Considering the above facts, the proposal is recommended for abolition of aforesaid self-imposed norms of ECL.

(ii) In view of the above, Board after detailed deliberation approved the proposal for abolition of the following self-imposed norms of ECL:

(a) Requirement of minimum three years' period of ownership of the land owner over a plot of land.

(b) Ineligibility of a land owner to nominate more than two nominees for employments and non-entitlement of a family to get more than two employments against loss of land;

(c) Non-Employment of Females against loss of land.

(iii) However, in case of (ii) (c), Board directed that preference should be given to eligible male member of the family. If there is no eligible male member in the family then only eligible female member should be considered for employment because of the nature of the industry.

296.03(B) Rehabilitation Package for Bazari village.

(ii) Director (Personnel) apprised the Board that the proposal for Rehabilitation Package for shifting of Bazari village of Sonepur Bazari Project is in line with the earlier approval of ECL Board in its 255th meeting, held on 4th August, 2012 for rehabilitation of Sonepur & 5 others villages. Bazari village with approximate population of 2,409 (385 families) is to be rehabilitated as per the provisions of the approved PR of Sonepur Bazari 8 MTY Combined Project. A meeting was held on 17th December, 2015 in this regard for finalization of the Rehabilitation Package under the chairmanship of BDO, Pandaveswar. Representatives of State Govt., Village Committee members of Bazari village and Management of Sonepur Bazari Area were present. In that meeting, the Village Committee members of Bazari village did not agree to shift their houses without getting the Rehabilitation Package, which should be in line with the rehabilitation package of Sonepur & 5 others villages. In the same tripartite meeting, BDO, Pandaveswar and other representatives of the State Govt. requested the management to consider the demands of villagers. The instant Rehabilitation Package proposed by the Area consists of different provisions of R&R Policy of CIL, 2012 as well as R&R Policy of CIL, 2008. As of now, the R&R Policy of CIL, 2012 is in vogue and hence, the provisions incorporated from the previous R&R Policy of CIL, 2008 is to be treated as a deviation from the current R&R Policy of CIL. Relaxations required in the proposed Rehabilitation Package are as follows:

Sl. No.	Item	As per R&R Policy of CIL, 2012	Relaxation required
a.	Each displaced family would be provided 100 m^2 of land at the rehabilitation site for construction of house.	One time lump sum payment of ₹ 3,00,000.00 (Rupees Three Lakh) only would be paid in line of alternate house site, assistance in designing, shifting allowance, compensation for construction of cattle shed, monetary compensation for construction of work shed etc. The compensation would be paid to the displaced persons only after vacation and demolition of the homestead/work shed etc.	It is in the R&R Policy of CIL, 2008 but not in 2012, hence, relaxation is required.
b.	The eligible rehabilitated family would be given registered deed of lease/ licence against allotment of 100 m^2 of land for house construction at the rehabilitation site.	Not mentioned	Not mentioned hence, relaxation is required.
c.	Minimum value of a sum of ₹ 2,50,970.00 would be paid against any homestead if, estimated value of the concerned homestead structure is less than the said minimum value.	Not mentioned	Not mentioned hence, relaxation is required
d.	The estimate of the existing homestead structure would be prepared as per current PWD rate and payment would be made to the PAFs in four installments.	Compensation for homestead would be paid as per the standard valuation method of the LA Act of the concerned State Govt.	Not mentioned hence, relaxation is required

facing acute problem due to non-acquisition of the Govt. land on which Pattas were issued, which are lying within the project areas and are surrounded by other tenancy land that were approved for acquisition through direct purchase. This is adversely affecting the planned advancement of the projects. In order to find out a way for acquisition of aforesaid types of land, several rounds of discussions were held by ECL officials with the concerned BL&LROs, SDL&LROs and other State Govt. Authorities. But, no fruitful result could be obtained. In the meeting chaired by DL&LRO, Burdwan, held at ADM's Office, Durgapur on 03.12.2015, it was communicated that the issue could be solved only with a policy decision by the appropriate State Govt. Authority. Director (Technical) P&P also requested Additional Chief Secretary and Land Reforms Commissioner, West Bengal to take suitable decision for acquisition of aforesaid types of land. The issue was also uploaded in the PMG portal for a solution. In the meeting held at the chamber of LRC, West Bengal on 29th July, 2016 it was agreed by the State Authority that if 'Pattadars' voluntarily surrender their Patta, cancellation of Patta may be taken up by the concerned SDO. However, Patta holders would be agreed to surrender their Pattas voluntarily to SDO only after safeguarding their livelihood through receiving available R&R benefits from ECL against the concerned land. Many Patta holders already submitted their written consents to the concerned Mine authorities to relinquish their Patta rights, if they receive same benefits provided to other landowners as per R&R Policy of CIL, 2012. On this issue, Advisor (Land), CIL opined that:

"Patta holders are not absolute owners of land and they are not entitled to compensation value of State Government land held by them by virtue of Patta. However, they are entitled to other R&R benefits if they agree to surrender their Pattas to SDO of the District. Once the Patta is annulled by the SDO, State Govt. may be approached for transfer of the land to ECL against payment of transfer value of the land claimed by the State Govt. since the land to be transferred to ECL belongs to the Government of West Bengal, ECL should discuss this matter with Land & Land Reforms Department of the State of West Bengal before negotiating with Patta holders and keep the State Govt. in the loop in every phase of the process."

In the Provision No. 8.1 (i) of R&R Policy of CIL, 2012, wherein compensation and rehabilitation entitlement option for persons (including Tribals cultivating land under traditional rights) from whom land is acquired has been described, there are three components of R&R benefits namely (A) Land Compensation, (B) Employment Provision and (C) Lump-sum Monetary Compensation. According to the above opinion of Advisor (Land), CIL a Patta holder is not entitled to get the component (A), i.e. Land Compensation but they are entitled to receive other R&R benefits comprising component (B) Employment Provision or (C) Lump-sum Monetary compensation in lieu of employment. In addition to this, other R&R benefits also include:

(1) Resettlement benefits as per Provision No. 8.1 (ii) comprising compensation for homestead, one time lump-sum payment of ₹ 3,00,000.00 (Rupees Three Lakh) and Subsistence Allowance at the rate of 25 days (Minimum Agricultural Wage) per month for one year, if he qualifies for the same against acquisition of homestead and

(2) Resettlement benefits as per Provision No. 8.1 (iv) that include one time financial assistance of 500 days of MAW, if the Patta holder is Tribal.

According to the said opinion of Advisor (Land), CIL, a Patta holder can be offered other R&R benefits that comprise all above mentioned benefits while they are holding the Patta right but they are not entitled to get land compensation which would be paid to the State Govt. on demand. So, provision of double payment of land compensation as was proposed initially was dropped and rest part of the initial proposal was in accordance with the provisions of R&R Policy of CIL, 2012.

Provisions with respect to entitlement of Patta holders for receiving R&R benefits under relevant Acts and R&R Policy of CIL 2012 are as follows:

(1) According to the definition given in the R&R Policy of CIL, 2012 the term "land owner" includes 'any person who is entitled to be granted Patta rights on the land under any law of the State including assigned lands;'

(2) According to the definition given in the RFCTLARR Act, 2013:

(a) "land owner" includes any person, who is entitled to be granted Patta rights on the land under any law of the State including assigned lands.

e.	Each displaced family having cattle would get financial assistance of ₹ 15,000.00 (Rupees Fifteen Thousand) only for construction of cattle shade.	Not mentioned	It is in the R&R Policy of CIL, 2008 but not in 2012, hence, relaxation is required
f.	Each displaced family would get a onetime financial assistance of ₹ 10,000.00 (Rupees Ten Thousand) only for shifting of family, building materials, belongings and cattle	Not mentioned	It is in the R&R Policy of CIL, 2008 but not in 2012, hence, relaxation is required
g.	Each Tribal PAF would be given one time financial assistance of 500 days of minimum agricultural wages (MAW) for loss of customary right or usages of forest produce on production of ST certificate only.	Tribal affected family would be given one time financial assistance of 500 days of minimum agricultural wages for loss of customary right or usages of forest produce. Loss of customary rights needs to be authenticated by the District Authority.	Relaxation is required for payment of 500 days of minimum agricultural wages on the basis of ST Certificate.
h.	Each affected family who is a rural artisan, small trader or self-employed person and who has been displaced and opts for plot at rehabilitation site would get a onetime financial assistance of ₹ 25,000.00 (Rupees Twenty Five Thousand) only for construction of working shed or shop.	Not mentioned	It is in the R&R Policy of CIL, 2008 but not in 2012, hence, relaxation is required.

The aforesaid Item Sl. Nos. (a), (e), (f) and (h) are taken from R&R Policy of CIL, 2008. In the current R&R Policy of CIL, 2012, there is a provision of payment of one time lump-sum payment of ₹ 3.00 Lakh in lieu of alternate house site, shifting allowance, compensation for construction of cattle shed, construction of work-shed etc. Item Sl. Nos. (b), (c), (d), and (g) are not included in any R&R policy of CIL and the same are proposed as per the agreed demands raised by the villagers and discussed in the aforesaid tripartite meeting held on 17th December, 2015. Similar relaxations except above proposed Item Sl. No. (g) were already approved by ECL Board in its 255th meeting, held on 4th August, 2012 for rehabilitation and resettlement of some other nearby villages within the project area of Sonepur Bazari 8 MTY (Combined) Project namely Sonepur, Arsola, Kuchbera, Basabdanga, Bandhaghat & Bhaluka villages. The Item at Sl. No. (g) was also approved in the 269th ECL Board meeting, held on 24th May, 2014 for resettlement of the above villages. The land required for rehabilitation of Bazari village is within Bazari Mouza. Approximate requirement of land is around 60 Acres for rehabilitation of Bazari village and the same has to be acquired through Direct Purchase. Rehabilitation of Bazari village is a critical activity as per the approved PR. Rehabilitation is also required from safety point of view. The cost impact can't be ascertained as the related survey and evaluation hasn't yet been started. As per provision no. 13 of the R&R Policy of CIL, 2012, "the Subsidiary Companies' Boards have been authorized to approve necessary modifications in the R&R Policy with reference to unique conditions prevailing at the concerned Subsidiaries as the Policy is not exhaustive."

(ii) In view of the above, after detailed deliberation Board directed GM (LRE) to include the applicable provisions of the present statutory law vis-a-vis R&R Policy in the proposal and place the same in the next meeting of the Board.

296.03(H) Payment of R&R benefits other than land compensation to the existing Patta holders as per prevalent R&R Policy of CIL and payment of requisite transfer value as per demand of the State Government for acquisition of the concerned Government land on which Pattas were issued to private raiyats by the State Government.

(i) Director (Personnel) apprised the Board the proposal is for payment of R&R benefits other than land compensation to the existing Patta holders as per prevalent R&R Policy of CIL and payment of requisite transfer value as per demand of the State Govt. for acquisition of the concerned Govt. land on which Pattas were issued to private raiyats by the State Govt. ECL is

(b) "affected family" includes a member of the family who has been assigned land by the State Government or the Central Government under any of its schemes and such land is under acquisition.

(3) As per prevalent practice in ECL, Patta holders get all benefits as per R&R Policy of CIL, 2012 like any other private landowner/raiyat, when the land possessed from him is acquired through CBA (A&D) Act, 1957 or Land Acquisition Act, 1894 or Act II of 1948.

(4) L.A. Collector, Burdwan has explained in his memo regarding status of Patta Land, Ref. No. 1057/LA/sqd-V, dated 2nd April 2007, that "the Patta land should be treated as raiyati land."

As per the procedure, transfer of Patta land to ECL would consist of following steps:

(1) The Patta holder would submit unconditional application voluntarily to the SDO for cancellation of Patta on concerned plot stating that he does not need the land anymore for his livelihood.
(2) SDO, after hearing etc. would cancel the Patta.
(3) ECL would apply to State Govt. for transfer of the concerned Patta land.
(4) State Govt. would approve the proposal and demand transfer value.
(5) After payment of transfer value by ECL, State Govt. would transfer the land to ECL.

As per directive of the Functional Directors (meeting held on 12.11.2016), following modalities for providing employment to the existing Patta holders were proposed and vetted by HOD (Legal):

(1) The Patta holder would submit application along with copies of Patta certificate, ROR and other ownership documents if any, to concerned Mine Authority requesting acquisition of the land under his possession and claiming employment and other R&R benefits admissible to him.

(2) Area Authority and the Patta holder would sign on an Agreement that Patta holder would get employment and other R&R benefits admissible to him with the conditions that:

(a) Patta holder would voluntarily apply to the concerned SDO for cancellation of the Patta.
(b) Patta holder would relinquish his Patta right and would handover encumbrance-free possession of the land to the State Government.
(c) If Patta holder has less than 2.00 Acres of land then, he would be able to club together his land with land of other landowners within the chunk of land wherein his land lies and which has been approved for purchase along with employment under package deal concept to the extent of two acres and nominate one of the land losers among the groups or their dependent for employment.
(d) ECL would apply to the concerned District Authority for transfer of the land as soon as possible after cancellation of Patta
(e) His application for employment would be processed for approval after cancellation of his Patta. But, his appointment would be released only after approval of transfer of the land in favour of ECL by the State Govt.

(3) Patta holder would also submit an Affidavit sworn before First Class Executive Magistrate stating name of the nominee of employment, total schedule of land for which employment has been claimed, genuineness of copies of all the documents submitted along with his claim of employment and his acceptance of the conditions mentioned in the aforesaid agreement.

(4) The employment proposal would be examined subject to R&R Policy and prevalent norms of the Company. It would be processed through Area Land Cell Committee as per normal procedure and should be specifically recommended by General Manager of the Area.

(5) Then it would be processed by LRE Department, HQ for obtaining approval from Competent Authority as per provisions of existing guidelines and norms of the Company.

(6) Approved employment proposal would be forwarded to General Manager (P&IR), ECL for further examination as done for other employment proposals against land. But, appointment letter would be released only after obtaining certificate from General Manager of the concerned Area that he has obtained approval of the State Govt. authority regarding transfer in favour of ECL with respect to the concerned Govt. land

on which Patta was issued earlier to the concerned applicant and physical possession of the land by ECL.

As recommended by HOD (Legal), ECL drafts of the agreement to be executed between Patta holder and Mine management and affidavit to be sworn by the Patta holder before Executive Magistrate for the purpose of getting employment has been prepared and submitted by Shri Ashoke Dhar of M/s Fox & Mandal, Panel Advocate, Hon'ble High Court, Kolkata. ADM and DL&LRO, Burdwan was requested to issue suitable instruction to the concerned BL&LROs so that the Patta land freed by cancellation of Patta in the coal bearing areas of Raniganj Coalfield should not be allotted to some other else or new Patta should not be issued to any individual without consultation with ECL (Ref. No. ECL/CMD/LRE/ATR/2075, dated 23rd December, 2016). In pursuance of the said communication, ADM and DL&LRO, Burdwan issued a guideline to the concerned BL&LROs vide Memo No. 67/S(reg.ECL)/17 dated 11th January, 2017, wherein it has been mentioned as follows:

"He is also instructed to take care of the matter that the land so freed shall not be transferred to any other organization or new Patta shall not be issued to any other beneficiaries because ECL may apply for LTS of the lands for its coal mining Project."

(ii) To a query as to under which Law/Act, this land would be handed over to ECL, it was apprised to the Board that by Government Order the land would be handed over to ECL.

(iii) In view of the above, Board after detailed deliberation approved the proposal for:

(1) Payment of R&R benefits other than Land Compensation as per prevalent R&R Policy of CIL to the Patta holder while they are holding the Patta right and

(2) Payment of requisite transfer value as per demand of the State Govt. for acquisition of the said Govt. Land after cancellation/annulment of the Patta.

(3) Acquisition of the Govt. land on which Pattas have been issued by the State Govt. to the private persons and which has not been acquired through CBA (A&D) Act, 1957, RFCTLARR Act, 2013, Land Acquisition Act, 1894, Act II of 1948 or any other prevalent State acquisition Act.

(iv) Board further approved the modalities for providing employment to the Patta holders as brought out in the agenda and directed that employment against this type of land should be offered only after taking physical possession of the land.

296.03(W) Allotment of 2.50 Acres of land acquired through CBA (A&D) Act, 1957 to M/s Tractors India Private Limited (TIPL) for construction of Guest House for Jhanjra Low Height Continuous Miner Project at Jhanjra Area.

(i) Withdrawn.

296.04(H) Eight employment proposals wherein the landowners have ownership period less than three years with respect to acquisition/use of the land by ECL.

(i) Board noted the information as brought out in the agenda."

Original papers/file(s) on the above proposal bearing Items No. 296.03(A) & 296.03(B) were delivered to your Department on 07.03.2017. Those on Items No. 296.03(H), 296.03(W), 296.03(X) were delivered to your Department on 15.03.2017.

This is for your information and necessary action, please.

भवदीय/Yours faithfully,

3/4/2017

(वी आर रेड्डी)
(V R Reddy)
महाप्रबंधक (वित्त)/कंपनी सचिव
General Manager (Finance)/Company Secretary

FAMILY TREE CHART

D. No. 30114 Dtd. 27.9.16

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पोस्ट: डिसरगढ़-713333,
जिला – बर्धमान (प.ब)
कंपनी सचिवालय
टेलिफैक्स: 0341-2520546
सी.आइ.एन: U10101WB1975GOI030295
वेबसाइट: www.easterncoal.gov.in

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O. Disergarh-713333
Distt. Burdwan (W.B.)
Company Secretariat
Telefax: 0341 – 2520546
E-mail: eclcos17a@gmail.com
CIN-U10101WB1975GOI030295
Website: www.easterncoal.gov.in

Ref.No.ECL/CS/27 (Z-2)/9th of 2016/ 42

Dated: 26.9.2016

To
General Manager (LRE)
ECL HQ, Sanctoria.

Sub: Minutes of the Meeting of Functional Directors of Eastern Coalfields Limited held on 11th September, 2016 – Table placed item Sl. No. 2.

Dear Sir,

Reproduced below is the relevant extract of the minutes of the Meeting of Functional Directors of Eastern Coalfields Limited held on 11th September, 2016 at CMD's Office, ECL HQ with regard to table placed item Sl. No. 2.

Sl.No. 2 **Authority for issuing Legal Heir Certificate to determine ownership of land where LR is not available. [Ref. No. CIL/Legal/1340 dated 6.9.2016 of Manager(Legal), CIL]**

i) General Manager(LRE) apprised the Functional Directors that as per view received from Legal Department, CIL when a person dies, the procedure followed in effecting mutation of his/her property in case of intestate succession provided by Govt. of W.B. Land & Land Reforms Depart., Land Reforms Branch by virtue of order dated 6.2.2009 is as under:

> **"In case of inheritance Legal Heir Certificate from Pradhan of the concerned Gram Panchayat or Councillor of the concerned Municipality or Municipal Corporation will also be accepted."**

ii) In view of the above it was opined that the Gram Panchayat/Councillor of concerned Municipality or Municipal Corporation is empowered to issue a legal heirship certificate for the limited purpose of effecting mutation incorporating therein the name of successors and therefore felt that demanding of legal heirship certificate from any of the authority mentioned above is a practical solution to identify the legal heirs for the purpose of giving employment. He further apprised that the General Manager (Legal) has opined that legal heirship certificate obtained from the said authority may be relied on by ECL for the purpose of identifying the person(s) entitled to employment in the land oustee category. However, since in the matter of deciding the question of inheritance "Decree" by a civil court is paramount and therefore may nullify a certificate given by the aforesaid authorities.

iii) He further suggested that there has to be a window to meet a situation when such certificate is issued by the authority is made null and void by a civil court. It was therefore suggested that in the offer of appointment it should be specifically provided that if the claimed heirship is nullified by a civil court at a future date, the employment shall be liable to summary termination and launching of criminal prosecution.

Contd. Page-2

iv) In view of the above, after detailed deliberation Functional Directors directed General Manager (LRE) that a clause in the appointment letters is to be incorporated indicating that if the claimed heirship is nullified by any Civil Court, the employment shall be liable to summary termination and criminal prosecution would be initiated.

Action: GM(LRE)

Related file/proposal pertaining to above as received is enclosed herewith.

This is for your information and necessary action please.

भवदीय/Yours faithfully,

Encl: as above.

(वी.आर.रेड्डी)
(V.R.Reddy)
महाप्रबंधक (वित्त)/कंपनी सचिव
General Manager (Finance)/Company Secretary

भू राजस्व एवोर संपदा विभाग
Land Revenue & Estate Department
ECL, H. O. Sanctoria
D. No. 1514 Date 24-6-16

EASTERN COALFIELD LIMITED
(A Subsidiary of Coal India Limited)
O/o the Chief General Manager, Sonepur Bazari Area
P.O.-Bahula, Dist: Burdwan

Ref: CGM/SBA/LAND/16/ 135 Date:22.06.2016

To
The General Manager (LRE)-
ECL.HQ

Sub: Family Tree Chart

Dear Sir,

For confirmation about issuing Family Tree Chart, a letter vide Ref no. CGM/SBA/LAND/16/114 dt. 09.06.2016 was sent to Block Development Officer, Pandaveswar.

In respose of this office letter Block Development Officer, Pandaveswar confirmed vide Memo no. 867 dt.21.06.2016 that family Tree Chart is issued from the Respective Gram Panchayet.

You are requested to kindly take necessary action so that pending employment files under LL Scheme is further process.

This is for your kind information.

Encloser: Above two letters

Yours faithfully

24/6/16
General Manager
SB Area

Cc: Sr. Manager (LRE), SB Area

Sri A.N. Rai
24.6.16

Government of West Bengal

Office of the Block Development Officer

PO-Pandaveswar, Dist- Burdwan,

Tell: (0341) 2677-321 (BDO) / mail id- bdopandabeswar@gmail.com

Memo No. 867 Date: 21.06.2016

To,
The General Manager,
Sonepur-Bazari Area (E.C.L.)

Sub: Reply to the letter bearing reference no. CGM/SBA/LAND/16/114 dtd. 09.06.2016,

[redacted] Sir,

With reference to the above subject I the undersigned would like to inform you that, the family tree chart is not issued from the B.D.O's end, but the same is issued from the respective Gram Panchayat. This is for your kind information.

Thinking you,

Block Development Officer
Pandaveswar Block

Block Development Officer
Pandaveswar Development Block

Eastern Coalfields Limited
Office of the Chairman-cum-Managing Director
Dishergarh, Sanctoria, Burdwan

Ref.no.ECL/CMD/LRE/GM/ 599 Dt. 08.08.2011

To
All CGM/GM of Areas of ECL

Dear Sir,

Sub:- Purchase of land and employment under L. L. Scheme

Henceforth, in addition to existing norms for providing documents in the purchase/employment files, followings are also to be furnished.

1) In case of direct purchase of land by ECL from any land owner the Deed must include a plan showing the portion of the land sold to ECL by the land owner concerned. This plan shall be an integral part of the registered deed.
2) In case any plot of land which is to be purchased/acquired falls over/near common boundary of two adjacent mines or the plot falls over an area which has been transferred to the mine concerned by way of boundary adjustment, before forwarding any such proposal to Headquarter, the area authority must ensure that a 4-Point Contiene is also collected from the said adjoining mine and enclosed in the proposal file.
3) All land related documents submitted in the purchase or employment proposal files shall be authenticated by Sr. R.L/R.L/A.R.L/Amin posted at the Unit and area office along with Area Land Dealing Officer of the concerned area.

This is for your information and further necessary action please.

Yours faithfully,

General Manager, LRE

Cc to :-
TS to D(T) PAP, ECL
TS to D(T) OP, ECL
All Dealing Executives, LRE Dept. HQ – for ensuring compliance.

EASTERN COALFIELDS LTD
(A SUBSIDIARY OF COAL INDIA LTD.)
OFFICE OF THE CHAIRMAN-CUM-MG. DIRECTOR, SANCTORIA,
P.O. DISHERGARH, DIST. BURDWAN (W.B), PIN-713 333

Ref No: ECL/CMD/LRE/GM/ 1080

Date: 30-12-2010

To
All CGM/GM of Areas of ECL

Dear Sir,

CORRIGENDUM

Sub: Employment under L.L.Scheme
Ref: Letter No. ECL/CMD/LRE/GM/984 dated 9/12-11-2010

Please refer our earlier letter no. ECL/CMD/LRE/GM/984 dated 9/12-11-2010 in which it has been advised to submit the details in a tabular form against each plot offered/involved in the employment proposal.

In the said table, column no. 6, 7 and 8 are to be read as mentioned below:

Previous table (As per letter no. ECL/CMD/LRE/GM/984 dated 9/12-11-2010)			To be read as (REVISED NEW TABLE)		
Area offered in the plot for this employment (in Ac)	Area offered for employment in the same plot in past, if any (in Ac)	Balance area left, if any, in the plot (in Ac)	Area offered in the plot for this employment against this approved area as given under column 5 (in Ac)	Area offered for employment within this approved area (as per column 5) in the past, if any (in Ac)	Balance area left, if any, within this approved area (as per column 5) in Ac.
6	7	8	6	7	8

This is for your information and further necessary action please.

Yours faithfully,

General Manager, LRE

Cc to: TS to D(T)P&P, ECL
TS to D(T)OP, ECL
All Dealing Executive, LRE HQ- for ensuring compliance.

EASTERN COALFIELDS LTD.

ईस्टर्न कोलफील्ड्स लिमिटेड

(A SUBSIDIARY OF COAL INDIA LTD.)

OFFICE OF THE CHAIRMAN-CUM-MG. DIRECTOR, SANCTORIA,

P.O. DISHERGARH, DIST. BURDWAN (W.B) . PIN-713 333

No. ECL/CMD/LRE/GM/ 784

Date: 9-11-2010

To

All CGM/GM of Areas of ECL.

Dear Sir,

Sub: Employment under L.L.Scheme

All employment proposals/files under L. L. Scheme in 2:1 ratio must contain the details as shown in the table below against each plot offered/involved in the employment proposal duly authenticated by the concerned area authority after proper verification.

Name of the nominee	Mouza	Plot No.	Total Area of the plot (in Ac.)	Area approved in the plot for employment (In Ac.)	Area offered in the plot for this employment (In Ac.)	Area offered for employment in the same plot in past, if any (in Ac.)	Balance Area left, if any in the plot (in Ac.)
1	2	3	4	5	6	7	8

You are requested to please ensure the submission of above information in each employment proposal.

Yours faithfully,

General Manager(LRE)

Cc to: TS to D(T) PP, ECL.
Cc to: TS to D(T) OP, ECL.
Cc to: All Dealing Executive, LRE HQ, for ensuring compliance

(121)

QC RKS

EASTERN COALFIELDS LTD.
ईस्टर्न कोलफील्ड्स लिमिटेड
(A SUBSIDIARY OF COAL INDIA LTD.)
OFFICE OF THE CHAIRMAN-CUM-MG. DIRECTOR, SANCTORIA,
P.O. DISHERGARH, DIST. BURDWAN (W.B.) . PIN-713 333

No. ECL/CMD/LRE/GM/ 983

Date: 9-11-2010

To
All CGM/GM of Areas of ECL

Dear Sir,

Sub: Employment under L.L.Scheme

All employment proposals/files under L. L. Scheme in 2:1 ratio must contain the details as shown in the table below regarding employment details against approvals for purchase/acquisition/possession of land. It must be duly authenticated by the concerned area authority after proper verification and shall be enclosed in the employment proposal/file.

Name of nominee	Total Area approved (in Ac.)	Total number of employments approved	Number of employments already offered/ under process	Status of this employment under the approval (mention the number)	Balance number of employments left, if any against the approval (mention in number)	Remarks (if any)
1	2	3	4	5	6	7

You are requested to please ensure the submission of above information in each employment proposal.

Yours faithfully,

General Manager (LRE).

Cc to: TS to D(T) PP, ECL.
Cc to: TS to D(T) OP, ECL.
Cc to: All Dealing Executive, LRE HQ, for ensuring compliance

EASTERN COALFIELDS LIMITED
SANCTORIA

Ref: ECL/CMD/LRE/GM/ 944

Date: 27-10-2010

To
All CGM/GM of Areas
Except CGM, Rajmahal and Sonepur Bazari Areas.

Dear Sir

Sub: Speedy disposal of Land purchase and employment proposals under L.I. Scheme.

As discussed in the CGMs/GMs co-ordination meeting held on 04-10-2010, following points, which are enclosed as annexure 1A, 1B & 2, in addition to other norms and circulars issued from time to time may please be ensured at Area and Unit level before forwarding any purchase/employment proposal to ECL headquarter for speedy disposal of the cases.

This is for your kind information and further necessary action from your end please.

Yours faithfully

General Manager, LRE

Cc to:

1. TS to CMD, ECL
2. TS to D (T) P& P, ECL
3. TS to D (T) OP, ECL

FOR EMPLOYMENT PROPOSALS UNDER L.L. SCHEME IN ECL (ANNEXURE- 1A)

Item	Prevailing norms	Reference Office Order No.
Quantum of land	2 acres	As per present R & R Policy
Status of Possession	Land should be taken in possession of the company before/at the time of offering employment	ECL/D(P)/47/192 dt. 26.8.01
No. of employments under one ownership	In all cases including tagging & Package deal, nomination for employment to a maximum of two persons by the same owner should be allowed. In places, like SP Mines, Rajmahal & Mugma Areas in Jharkhand State where land is not transferable by CNT Act/SPT Act, employments may be allowed to more than two persons at the rate of one employment for every two acres of land under one ownership.	Item No. 176.03(W)/1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03.
Package deal	In a package deal, sanction of fixed number of employments against a chunk of land is to be considered. The essential criteria is that the nominee should be either himself owner for part of land directly or by way of being nominated as son, son's son or husband; in case the landowner has no son and only daughter, daughter's son, son-in-law and they can be nominated by other landowners for balance part of land to make it two acres.	Item No. 176.03(W)/1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03.
Tagging	Tagging of land for the purpose of employment will be allowed only after the colliery has used the last parcel of total land falling within such colliery and norm of employment as prevalent during the use of the last parcel of such land will be applicable. Different plots of land falling within one colliery leasehold will be allowed. Land over one colliery cannot be tagged with another colliery/ area. However, the use of last parcel of land falling within such colliery for providing employment by tagging was further placed to ECL Board in its 218th meeting held on 27-3-2008 for relaxation of norms. ECL Board advised to follow the R&R policy.	Item No. 176.03(W)/1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03. Item No. 218.03(N), ECL Board meeting held on 27-03-2008 & No. ECL:CS:3(218-C)/13 dated 17-4-2008.
Relationship	Such opportunity should be provided to the landowner himself/ or son or son's son or where the landowner is female, her husband. In case, land owner has no son and only daughter, daughter's son or son-in-law and in case of inherited land brother and in that case nominee should also be one of the land owners.	Item No. 176.03(W)/1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03.
Sex	Employment against land should be provided to males only in view of the limited employment opportunity in mining. In exceptional cases where there is no male nominee, the proposal for female employment should be placed before the Board for its consideration.	Item No. 176.03(W)/1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03.

Enclosure of letter No ECL/CMS/LRE/GM/944; dt - 27.10.2010.

FOR EMPLOYMENT AGAINST LAND LOOSER SCHEME IN ECL (ANNEXURE- 1B)

No.	Item	Prevailing norms	Reference Office Order No.
8	Employment for ownership of used land	Employment will not be considered for ownership of used land i.e. land purchased/acquired after the use of land for the purpose of employment. They will get value of the land.	FDs meeting held on 22-7-1994 refer letter no. ECL/CS/112(6)/ dated 11/16-8-1994.
9	Period of ownership	The years of ownership be not less than 3 yrs. prior to acquisition/use to avoid transaction with the motive of getting job in ECL. However, Board authorized Chairman to deal the matter.	Item No. 176.03(W)1, ECL Board meeting held on 30.3.03 & No. ECL/CS/3(176)/23 dt. 10.4.03..
10	Date of use of land	The actual date of use of land has got to be specified i.e. the actual date of starting of caving operation in case of underground working, excavation or in case of opencast or where construction is done, the date when the construction has started.	FDs meeting held on 22-7-1994 refer letter no. ECL/CS/112(6)/ dated 11/16-8-1994.
11	Recommendation	Not to process any proposal for purchase of land or for offering employment if there are no specific recommendations by Area Land Cell Committee, Area Estate Officer and CGM/GM justifying the purchase or employment as the case may be. This is as per the directive of FDs in their meeting held on 7-7-2004.	Refer ECL:CMD:LRE:BN-1:1102 dated 27-9-2004.
12	Authentication	All papers submitted in the proposal file must be verified and authenticated by the land-dealing executive of the area before the proposal is forwarded to headquarter.	Refer ECL/CMD/GM/LRE/394 dated 22-5-2009.

Enclosure of Letter No ECL/CMD/LRE/GM/944 ; dt 28.10.2010

LAND USE CERTIFICATE

This is to certify that the following plots of Land related with the employment case of .....

.....were purchased & used for..... Colliery/Project

Of Kunustoria Area.

Mouza	Plot No	Total Area (Acres)	Area Purchased (Acres)	Deed no & Date	Area offered for this employment (Acres)	Date of Use	Remarks

Surveyor/Survey officer

_____Colliery

Manager

_____Colliery

Agent

_____ Colliery

Ref letter no 944; dt 23.10.2018

PHYSICAL POSSESSION CERTIFICATE

This is to certify that.....acres of land in plot no.....

.....under Mouza ..... has been purchased from .....through direct purchase vide Registered Sale Deed no .....dated.....which related with the employment proposal of Sri.....

That the possession of the said land has been handed over by the Land losers to the colliery authority & is in possession of the colliery.

Asst Manager Survey	Manager	Agent
.....Colliery	.....Colliery	.....Colliery

Ref letter no 944; dt 22.10.2010

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया लिमिटेड का एक सहायक संस्था)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकटोरिया,पो- दिशरगढ़ जिला- वर्धमान (प.बं)-713333
सी.आइ.एन -U10101WB1975GOI030295
वेबसाइट -www.easterncoal.gov.in
एक ISO 9001,ISO 14001 & OHSAS 18001
प्रमाणित संगठन

EASTERN COALFIELDS LTD
(A SUBSIDIARY OF COAL INDIA LTD.)
Office of the Chairman cum Managing Director
Sanctoria • P.O - Dishergarh •
Dist - Burdwan (W.B) – 713333
CIN-U10101WB1975GOI030295
Website-www.easterncoal.gov.in
An ISO 9001,ISO 14001 & OHSAS 18001
Certified Company

LRE Dept. Fax: 0341-2521470 Email: gmlreecl.cil1@gmail.com

ईसीएल/सीएमडी/एलआरई/ दाखिलखारिज/**127** दिनांक: 13 अप्रैल 2022

सेवा में,
महाप्रबंधक/ The General Manager
सभी क्षेत्र / All Areas.
ईस्टर्न कोलफील्ड्स लिमिटेड /Eastern Coalfields Limited

विषय: Entry of name of the Government companies into the land records for the land acquired under the Coal Bearing Areas (Acquisition and Development) Act, 1957

सन्दर्भ पत्र/ Letter Ref. : 49029/3/2022-LAIR dated 7th April, 2022

महाशय,

Please find attached herewith a letter issued by the Deputy Secretary, Government of India, Ministry of Coal having aforesaid reference. The said letter has explained the legal status of land which has been vested in the Government Companies under the Coal Bearing Areas (Acquisition and Development) Act, 1957 or the Coal Mines Nationalization Act, 1973.

It has been explained that, by virtue of the vesting of land under the aforesaid Acts, the Government company becomes absolute owner of the concerned land and its name cannot be entered in the 'Tenant's Register' because legally the Government Company, in which the rights of the Central Government is so vested' cannot be treated as a tenant under the State Government. No Land Rent/ Surface Rent or any other kind of rent/ fee/charge/tax applicable on the tenants of the state government need not be paid due to same ground.

However, it has been suggested that, in order to prevent fraudulent transactions and legal complications, the Government Company may consider mutating its name as absolute owner for the lands vested under the aforesaid Acts in the official records of the State Government. Any kind of fee/charge/tax etc. applicable to owner of the land or to be paid by the owner for any process of mutation/ updating of land record shall be payable by the Government Company.

In view of the above, you are requested to get the lands acquired under the aforesaid Acts mutated in favour of ECL by submitting formal applications at the offices of concerned BL&LROs along with proof of acquisition of land and submission of requisite processing fees for mutation.

धन्यवाद और सम्मान के साथ

13/4/2022

(पार्थ सखा दे)
महाप्रबंधक (भू.रा.सं)/ General Manager (LRE)
ईस्टर्न कोलफील्ड्स लिमिटेड
संलग्न: यथोपरी

प्रतिलिपि: निदेशक (तकनीकी) योजना व परियोजना / Director (Tech) P&P/
अध्यक्ष-सह-प्रबंध-निदेशक के सचिव/ TS to Chairman-Cum-Managing Director

No. 49029/3/2022-LAIR
Government of India
Ministry of Coal

Shastri Bhawan, New Delhi – 110001.
Dated: 7th April, 2022

To,
Chairman-cum-Managing Director,
Coal India Limited,
Coal Bhawan Premise No. 04 MAR,
Plot No. AF-III, Action Area-1A,
Newtown, Rajarhat,
Kolkata – 700 156.

Chairman-cum-Managing Director,
NLC India Limited
No. 135, EVR Periyar High Road,
Kilpauk, Chennai – 600 010,
Tamil Nadu.

Chairman-cum-Managing Director,
Singareni Collieries Company Limited,
Kothagudem Collieries
Bhadradri Kothagudem District,
Telangana State – 507 101.

Sub. Entry of name of Government companies into the land records for the land acquired under Coal Bearing Areas (Acquisition and Development) Act, 1957.

Sir,

Please refer to letters dated 12.02.1999, 20.03.2002, 03.04.2002 and 24.04.2007 issued by Ministry of Coal in which it was communicated that -

*"(a) **Mutation:** In terms of Section 10 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, on the publication in the Official Gazette of the declaration under Section 9, the land or the rights in or over the land, as the case may be, shall vest absolutely in the Central Government free from all encumbrances. Similarly Section 3(1) of the Coal Mine (Nationalization) Act, 1972 provides that on the appointed day, the right, title and interest of the owners in relation to the Coal mines or the Coking coal mines, as the case may be, specified in the Schedules respectively shall stand transferred to, and shall vest absolutely in the Central Government free from all encumbrances. By virtue of the aforesaid provisions, Coal mines vest absolutely in the Central Government and thereafter the rights of the Central Government in relation to lands, Coal mines or Coking Coal mines, as the case may be, are made exercisable by a Government company by virtue of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, Section 5 of the Coal Mines (Nationalization) Act, 1972, respectively. Since neither, the Central Government nor a Government company, in which the rights of the Central Government are so vested, are tenants of the State Government the question of*

seeking any mutation for entry in the Tenant's Ledger in relation to the lands under the management and control of CCL does not arise in law.

***(b) Land Rent:** As is clear from the aforesaid provisions of law that the lands or the rights in or over the land, as the case may be, vest absolutely in the Central Government free from all encumbrances, there is no case as such, nor any provision in the law, for payment of surface rent or land rent of any kind on such lands. Section 18A of the CBA (A&D) Act, 1957 provides for payment of royalty under a mining lease granted by the State Government. Coal companies are paying such royalty to the concerned State Government as is prescribed from time to time."*

2. From the above, it is established that the land acquired under CBA Act and vested into the coal companies under S.11 of the said Act grants absolute ownership of land or the rights in or over the land, free from all encumbrances in the coal company. Therefore, Government coal companies may consider getting the land records mutated in the name of the company as an absolute owner to prevent fraudulent transactions and legal complications. However, it is to be ensured that name of Government company may not be entered in the Tenant's Ledger of the respective State Government.

3. Further, in no case the company is to be treated as a 'tenant' by the State Govt. or be directed to mutate the land records as a tenant or be required to make payments in form of rent/fee/charge/tax applicable on tenants since the government company is the absolute owner of such land. However, any charge/fee/tax applicable to owner of the land or to be paid by the owner for any process of mutation/ updation of land record shall be payable by the government company.

4. This issues with the approval of Secretary (Coal).

Yours faithfully,

R S Saroj

(Ram Shiromani Saroj)
Deputy Secretary to the Government of India
Tel: 011-23380026

Copy to:

i. Chief Secretaries of Assam, Arunachal Pradesh, Chhattisgarh, Gujarat, Jharkhand, Meghalaya, Madhya Pradesh, Maharashtra, Nagaland, Odisha, Rajasthan, Uttar Pradesh and West Bengal.
ii. CMD, BCCL/CCL/ECL/MCL/NCL/SECL/WCL/CMPDI.
iii. CMDs/MDs of all other Central Public Sector Undertakings/ State Public Sector Undertakings acquiring land for coal mining under CBA (A&D) Act, 1957.
iv. Senior Technical Director (NIC), Ministry of Coal – with request to upload this letter on website of Ministry of Coal.

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ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

Ref. No. ECL/CS/27(Z-9)/ 12th of 2024/5 Dated. 09.04.2024

To,

GM (LRE)

ECL HQ, Sanctoria.

Sub: Minutes of the Meeting of the Empowered Committee of Functional Directors of Eastern Coalfields Limited (12th of 2024).

Dear Sir,

Reproduced below is the relevant extract of the minutes of the Meeting of the Empowered Committee of Functional Directors of Eastern Coalfields Limited (12th of 2024) held on 4th April, 2024 at 05.00 P.M. in Board Room, CMD's Office, ECL HQ, Sanctoria., Item No: 5,6 & 9.

Item No. 5 Proposal related to Formation of Land Management Unit (LMU) and identification of land which is not otherwise usable in the course of its normal operation & likely projects.
(Computer No. 1429847)

(i) GM (LRE) apprised the ECFDs regarding the proposal related to formation of Land Management Unit (LMU) and dentification of land which is not otherwise usable in the course of its normal operation & likely projects. He further apprised that the Ministry of Coal has directed for formation of Land Management Units (LMUs) at CIL & its subsidiaries in review meeting held on 15.12.2023. The CFDs of CIL, in its 330th meeting, has accorded administrative approval for constitution of LMU at CIL HQ Level and Subsidiary HQ, and for executing the task of identifying land which is otherwise not usable by CIL and its subsidiaries & also exploring the likely project on such identified land.

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(ii) In view of the above, ECFDs after detailed deliberation approved for formation of Land Management Unit (LMU) with members as specified in the in agenda.

Item No. 6 **Proposal related to clubbing of Tenancy & Patta land under Phase-I Plot Schedule of Upcoming Itapara OCP (3.50 MTY) with the residual land under earlier approved Plot Schedule of Ongoing Itapara OCP for employment purpose.**

(Computer No. 1284957)

(i) GM (LRE) apprised the ECFDs regarding the proposal related to clubbing of Tenancy & Patta land under Phase-I Plot Schedule of Upcoming Itapara OCP (3.50 MTY) with the residual land under earlier approved Plot Schedule of Ongoing Itapara OCP for employment purpose. He further apprised that Project Report of Itapara OCP (Capacity. 3.50 MTY) under Salanpur Area was approved under the MDO mode in the 338th ECL Board meeting held on 14.5.2021 and subsequently approved in the 432nd CIL Board meeting held on 05.10.2021. As envisaged in PR. 860 no of employment is to be provided against 1744.53 acres of tenancy land and 16.65 acres Patta land (totalling 1761.18 acres). Phase-I Plot Schedule for direct purchase of 1466.33244 acres tenancy land & acquisition of 15.0187 acres Patta land with a provision of 740 no employment against 1481.35114 acres has been approved for the upcoming Itapara OCP (3.50 MTY). As regards to ongoing Itapara OC Patch. Plot Schedule was approved for direct purchase of 72.452 acres tenancy land, acquisition of 2.90 acres Patta land and transfer of 15.55 acres Govt. vest land with a provision of 37 no. employment against 75.352 acres Tenancy & Patta land. Out of this, 18 no. employments have already been offered against 36.2181 acres tenancy land. So, another 19 no. employment is yet to be offered against the remaining 39.1339 acres Tenancy & Patta land (i.e. 75.352 acres - 36.2181 acres). He also apprised that Area authority has proposed to club 1481.35114 acres Tenancy & Patta land under approved Phase-I Plot Schedule of Upcoming Itapara OCP (3.50 MTY) with the residual 39.1339 acres land under approved Plot Schedule of Ongoing Itapara OCP for providing 760 no. employment against total 1520.48504 acres of land.

ECL

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(ii) In view of the above, ECFDs after detailed deliberation recommended the instant proposal for placing before the ECL Board for deliberation and approval.

Item No.9 **Proposal related to purchase of land, processing of employment proposals and payment of compensation against the land which shall be based on finally published RS records of right in the State of Jharkhand wherever applicable.**

(Computer No. 1426573)

(i) GM (LRE) apprised the ECFDs regarding the proposal related to purchase of land, processing of employment proposals and payment of compensation against the land which shall be based on finally published RS records of right in the State of Jharkhand wherever applicable. He further apprised that, the mines of Mugma Area are facing difficulties in purchasing land and obtaining permission of the Collector after publication and implementation of the RS ROR by the State Government in Dhanbad District in the year 2018. He also apprised that legal opinion was sought from Sri Anoop Mehta, a panel advocate of ECL at Ranchi High Court and ex-AAG of Jharkhand where in it has been opined that only RS Record of Rights are to be accepted and followed by ECL while lands are registered and mutated in favour of ECL with some preventive measures.

(ii) In view of the above, ECFDs observed that this being policy matter, recommended the proposal related to purchase of land, processing of employment proposals and payment of compensation against the land based on finally published RS records of right in the State of Jharkhand wherever applicable, to the ECL Board for deliberation and approval.

Related file pertaining to above proposal has already been returned to your Department through e-office. Also request you to kindly provide the ATR for placing it in the ensuing ECFDs meeting.

Yours faithfully,

9/4/19

Sr. Manager (F) /Company Secretary

ECL

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भू राजस्व एवं सम्पदा विभाग
Land Revenue and Estate Dept.
ECL HQ. SANCTORIA
D. No. ..... Dt. 2/5/24

Ref. No. ECL:CS:3(372-C)/03 May 01, 2024

सेवा मे/To,
महाप्रबंधक (भू राजस्व एवं सम्पदा)/
General Manager (LRE),
ई.सी.एल, सांकतोडिया / ECL, Sanctoria,

महोदय/Dear Sir,

Sub. : Minutes of the 372nd Meeting of Board of Directors of ECL held on 20th April, 2024.

Reproduced below is the relevant extracts from the Minutes of the 372nd Meeting of the Board of Directors of Eastern Coalfields Limited, held on 20th April, 2024 with regard to the following:

372.03(A) Proposal for approval of clubbing of tenancy and patta land under Phase-I Plot Schedule for upcoming Itapara OCP of Salanpur Area along with residual areas of tenancy and patta land approved earlier for on-going Itapara OC Patch

(i) GM (LRE) apprised the Board that Project Report (PR) of Itapara OCP (Capacity: 3.50 MTY) under Salanpur Area was approved in MDO mode in the 338th ECL Board meeting held on 14.5.2021 and subsequently approved in the 432nd CIL Board meeting held on 05.10.2021. As envisaged in PR, 880 no. of employment is to be provided against 1744.53 acres Tenancy land and 16.65 acres Patta land (totalling 1761.18 acres). Phase-I Plot Schedule for direct purchase of 1466.33244 acres Tenancy land & acquisition of 15.0187 acres Patta land with a provision of 740 no. employments against 1481.35114 acres has been approved for the Upcoming Itapara OCP (3.50 MTY). Previously, a Plot Schedule was approved for direct purchase of 72.452 acres Tenancy land, acquisition of 2.90 acres Patta land and transfer of 15.55 acres Govt. vest land with a provision of 37 no. employment against 75.352 acres Tenancy & Patta land for on-going

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Itapara OC Patch. Out of the approved 37 employments, 18 employments have been provided against 36.2181 acres Tenancy land. So, another 19 no employment is yet be offered against the remaining (75.352 - 36.2181) – 39.1339 acres Tenancy & Patta land. Now, it has been proposed to club together 1481.35114 acres Tenancy & Patta land under approved Phase-I Plot Schedule of Upcoming Itapara OCP (3.50 MTY) with the residual 39.1339 acres land under approved Plot Schedule of On-going Itapara OCP for providing 760 no. employment (against total 1520.48504 acres). It is found that total number of balance employments against two previously approved packages, which are being tagged, is (19+740) = 759. But total entitled employments as per the extant R&R Policy of CIL for the total balance quantum of 1520.48504 acres of tenancy and Patta land for the said packages is (1520.48504 / 2) = 760. So, there is accrual of one additional employment with respect to previously approved total employments against the specific two packages which are being clubbed together.

(ii) He also apprised that total no of employments approved against the PR of Itapara OCP (3.5 MTY) and Itapara OC Patch is (880+37=) 917 (880 for Upcoming Itapara OCP and 37 for On-going Itapara OCP). So, employment yet to be proposed out of the total approved employment is (917 – 778) = 139. Now, the balance land which is yet to be offered for employment is (1761.18 - 1481.35114) = 279.82886 acres only under upcoming Itapara OCP (3.5 MTY), against which maximum 139 no. of employment can be offered (in 2:1 ratio).

(iii) In view of the above, Board after detailed deliberations approved the proposal for clubbing of 1481.35114 acres Tenancy & Patta land under Phase-I Plot Schedule of upcoming Itapara OCP (3.50 MTY) with the residual 39.1339 acres Tenancy & Patta land under the Plot Schedule of on-going Itapara OC Patch, so that total 1520.48504 acres land of the two OC Patches can be treated as a single chunk of land for providing maximum 760 no. employments under package deal system of R&R Policy of CIL 2012, as brought out in the agenda.

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ECL

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Eastern Coalfields Limited
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372.03(C) Approval for purchase of land, processing of employment proposals and payment of compensation against the land shall be based on finally published RS records of right in the State of Jharkhand wherever applicable.

(i) GM (LRE) apprised the Board that Mugma Area are facing difficulties in purchasing land and obtaining permission of the Collector after publication and implementation of the RS ROR by the State Government in Dhanbad District in the year 2018. In addition to regular interaction by the Area Management with District authorities, issues related to the complications being faced by ECL during purchase, mutation and providing compensation / employment to the landowners have been raised in the meetings with the State Authorities. General Manager has written letter to DC, Dhanbad, vide letter reference number: ECL/CMD/LRE/44 dated 22nd May, 2023, and to the Secretary (Land Registration & Land reforms), Jharkhand, vide letter reference no.: ECL/CMD/LRE/39 dated 21st April, 2023 requesting him to issue guidelines for resolving the issues. None of the State Authorities has replied to the above letters. However, it has been communicated during discussion that the State Government does not allow transaction based on CS ROR at this moment and any transfer of landed property can take place based on finally published RS ROR only.

(ii) He also apprised that Advocate Anoop Mehta has also pointed out in his opinion that, "Once final publication of RS Record of rights has been carried out, there is presumption of correctness of such Record of Rights under Section 84(1) of the CNT Act. The old Record of Rights, i.e. CS Record of Rights ceased to be operative upon final Publication of RS Record of Rights. However, in the event of any dispute vis-a-vis CS and RS, the only remedy is to get the same resolved by a Civil Court of Competent Jurisdiction.

(iii) In view of the above, Board after detailed deliberations accorded in-principle approval regarding purchase and mutation of land as per latest published RS Records as well as providing compensation and employment to the

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3-A

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

landowners by ECL in Dhanbad District, Jharkhand based on land conveyed to ECL as per latest published RS Records complying with the preventive measures suggested by the Panel Advocate, Shri Anoop Mehta, as brought out in the agenda:"

This is for your kind perusal.

Yours faithfully,

Kathak 11/5/24

Company Secretary

पंजीकृत कार्यालय / Regd. Office
Phone : 0341-2520645, Fax : 0341-2520574, E-mail : cmd.ecl.ic@coalindia.in
Website : www.easterncoal.nic.in

Eastern Coalfields Ltd.
Sa :toria

Ref:-ECL:D(P):47:11589 1.7.98.

To
All Chief General Managers/
General Managers of Areas/Workshops.
GM(S&M),ECL Calcutta.
All Agents/PMs of Workshops.

Dear Sir, Sub:-Recording of date of birth/assessment of age.

Enclosed please find the "Guidelines for recording date of birth/assessment of age in Eastern Coalfields Ltd."

You are advised to go through the guidelines carefully and circulate it to all concerned officers for guidance and necessary action and confirm implementation.

Yours faithfully
Sd/-
1/7/98
(Dr.S.S.Roy)
Director(Personnel)

Encl:

CC:
GM(P&IR)/GM(P&A)/GM(MP& System).
All Dy.CPMs/PMs of Areas/Workshops/Project/Jk Ropeways/Hospitals/
ECL Sales Office/M.R.S.

cc: CMD.
cc: D(T) P&P/D(F)/D(T) Co.

Procedures:

I. New Appointees:

(a) In cases of appointees who had passed Matriculation or Higher Secondary examinations, or appeared in these examinations prior to their entry into service the secondary or higher secondary certificate or admit card shall be treated as correct and this date should be recorded as authentic date of birth for the said person. There would remain no scope for any subsequent change.

(b) All other appointees will be subjected to medical examination in the establishment/area for determination of their age through a committee headed by the Area Medical Officer or the Medical Officer-in-charge of the establishment. The committee constituted for determination of age will indicate the age in a range of 5 years. The mid point of the said range will be taken as the authentic date of birth of the concerned appointee. For the purpose of precision in the matter of computation, the date of medical examination will be the date to reckon with. The date of birth/ age thus assessed and recorded will not be reviewed and no modification will be allowed.

(c) In respect of ex-servicemen who passed their Matriculation prior to induction in defence services will be required to produce matriculation certificate. The date recorded in the said certificate will be considered authentic for the purpose. However the matriculation certificate obtained after entry into the defence service will not be accepted as authentic for recording date of birth/assessment of age.

(d) In respect of those ex-servicemen who were not matriculates at the time of entry in defence services, the date of birth recorded in their discharge certificate will be treated as authentic for the purpose of record and no modification of that date of birth will be allowed.

(e) The date of birth will invariably be legibly mentioned in the appointment letter of the appointee both in words and in figures endorsing a copy to General Manager(Systems) for instant computerisation besides copies ordinarily sent to other departments. Deviation on this account will be considered motivated lapse on the part of the signatory of such appointment letters.

GUIDELINES FOR RECORDING DATE OF BIRTH/ASSESSMENT OF AGE IN EASTERN COALFIELDS LIMITED

Introduction:

In February, 1981, a guideline was issued by Coal India Limited to all subsidiaries for recording date of birth and assessment of age in respect of non-executive employees. This was the first exercise carried out after nationalisation with the sole objective of creation of service record with special reference to date of birth/age covering both new entrants as well as existing workers at that time.

Subsequently, the matter was specifically deliberated in JBCCI and a committee was constituted with the following terms of reference:-

(i) To examine and clarify the nature of disputes pertaining to service record.

(ii) To evolve guidelines, procedure and procedures for resolving disputes including age.

(iii) To initiate reporting system to monitor progress in resolution of such disputes.

Consequently, after receipt of the findings/ recommendations of the above committee followed by further deliberations a fresh set of guidelines was issued on 25th April,1984 in supersession of all earlier communications on this subject. A decade has since elapsed and all conceivable disputes on matters of service records including date of birth/age were taken up and resolved. Based on the guidelines indicated, a decision was taken to computerise all personnel data including age in late '80s. The computerisation was completed by the company by 1990-1991. Even thereafter, for the purpose of meting out justice, individual cases were considered and disposed off. Under these circumstances the question/issue relating to modification of date of birth of existing employees appointed at least till 1985 does not arise in as much as sufficient opportunity has been available from 1981 till now.

Scope:

These guidelines will be applicable in respect of the workers appointed in/by ECL from all sources i.e. land owners, dependants under NCWA, direct recruits, nominees under special ex-gratia VR scheme, ex-servicemen as well as transferees from other companies.

Procedures:

I. New Appointees:

(a) In cases of appointees who had passed Matriculation or Higher Secondary examinations, or appeared in these examinations prior to their entry into service the secondary or higher secondary certificate or admit card shall be treated as correct and this date should be recorded as authentic date of birth for the said person. There would remain no scope for any subsequent change.

(b) All other appointees will be subjected to medical examination in the establishment/area for determination of their age through a committee headed by the Area Medical Officer or the Medical Officer-in-charge of the establishment. The committee constituted for determination of age will indicate the age in a range of 5 years. The mid point of the said range will be taken as the authentic date of birth of the concerned appointee. For the purpose of precision in the matter of computation, the date of medical examination will be the date to reckon with. The date of birth/ age thus assessed and recorded will not be reviewed and no modification will be allowed.

(c) In respect of ex-servicemen who passed their Matriculation prior to induction in defence services will be required to produce matriculation certificate. The date recorded in the said certificate will be considered authentic for the purpose. However the matriculation certificate obtained after entry into the defence service will not be accepted as authentic for recording date of birth/assessment of age.

(d) In respect of those ex-servicemen who were not matriculates at the time of entry in defence services, the date of birth recorded in their discharge certificate will be treated as authentic for the purpose of record and no modification of that date of birth will be allowed.

(e) The date of birth will invariably be legibly mentioned in the appointment letter of the appointee both in words and in figures endorsing a copy to General Manager(Systems) for instant computerisation besides copies ordinarily sent to other departments. Deviation on this account will be considered motivated lapse on the part of the signatory of such appointment letters.

II. Transferees:

As regards transferees/deputationsts from other companies to ECL, the service records including date of birth/age received from the transferring/deputing agency through their service file will be treated as authentic subject to reconfirmation through inspection/perusal of relevant documents followed by intimation to GM(Systems). Failure in this context also will be considered as deliberate neglect of work on the part of dealing executives in charge of keeping service records.

III. Existing statutory personnel.

In respect of statutory personnel like Overman, Mining Sirdar etc., the date of birth recorded in form B register will be treated as authentic. The same will not be subject to change irrespective of variation with competency certificate. In cases where date of birth/age mentioned in statutory certificate of any statutory personnel succeeds the date of birth recorded in form B register, the date of birth recorded in form B register will prevail. In respect of other cases where the date of birth recorded in form B register succeeds the date of birth mentioned in the statutory certificates, the worker will be put off from employment on the date on which the validity of the certificate expires till such time he gets competency certificate revalidated upto his retirement as per form B reigster.

2. Date of medical assessment of age for any reason including medical examination for new appointees, the mid point of the assessed range of age on the date of medical assessment will be accepted as the authentic age. The date of birth/age recorded in Form B register in respect of workmen appointed upto 31st March,1979 will no longer be subjected to change through request, appeal or reference. However, pending disputes under considerations covering the earlier period also will be resolved either way by 31st August, 1986. Thereafter the subject matter of modification in the date of birth or revision of age will come to an end.

These guidelines are issued with the sole objective of removing aberration/disuniformity of approach and bringing in promptness in analysis and fairness in decision regarding matters related to date of birth/age. All communications hitherto issued from ECL on the above subjects thus stand modified to these guidelines.

1617

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
P.O. : Kilhergarh, Dist: Burdwan (WB)

Ref. No. ECL/CMD/C-ES/Cir(P&IR)/2000/10/1617 Dt. 19.12.2000

To
All CGMs/ GMs of All Areas/ Projects.
All Dy. CGMs/PM(I/Cs)/DGMs/Dy. GMs of All Areas/Workshops/
All Ropeways/ECL Sales Office, Calcutta.

In continuation to the Circular issued by the Director (Pers.), vide No. ECL/D(P)/47/11569 dt. 01.7.1998 issued to all concerned and subsequent circular by Chief Of Medical Services No. ECL/C-5(E)/AMS/ 6/458 dt. 16/21.12.1998 to all Area Medical Officers, henceforth the age assessment of candidates below 20 years shall be in the range of 2 (two) to 5 (three) years only not 5 (five) years as earlier circulated. However, above 20 years the age range shall be 5 (five) years.

This amendment is issued with the concurrence of the competent authority.

General Manager (P&IR)

Distribution:-

1. C.M.S., ECL.
2. C.M.S., Central Hospital, Kalla.
3. Tech. Secretary to Director (Personnel), ECL.
4. Secretary Apex Medical Board, HQ.
5. Head of the Legal Services/Dy. CSM (Legal), ECL, HQ.
6. Personnel Manager (T&Estb.), ECL, HQ.
7. P.M. (IR), ECL, HQ.
8. P.M. (Empl/Lic), ECL, HQ.

EASTERN COALFIELDS LIMITED,
CMD'S OFFICE: SANCTORIA.

REF: ECL: CMD: C-6: : 2000: 46.
DATE: 06.01.2000.

TO ALL CGM(S), GM(S), CPM(S),
DY. CPM(S), PM(IC)S, DY. PM(S),
OF ALL AREAS/PROJECTS /SP MINES/
JK OPENCASTS/ WORKSHOPS/ HOSPITALS.

Dear Sir(s),

I append below the observation of D(P), ECL with regard to promotion of the employees who are Diploma holder (T&M) " I am given to understand that some Areas are continuing to give promotion to 'Tech'C' Supvr. Gr. "C" with the approval of Headquarters where the issue of Diploma Holders (T&M) is being left out. Please note that no approval should be given unless consideration for both the categories (Diploma Holders & non-Diploma Holders) are ensured by the Area. Prima facie it should be seen that ax in every three promotion, one should go for Diploma Holders."

Yours faithfully,

(I. [illegible])
General Manager(P&IR).

COAL INDIA LIMITED
' COAL BHAWAN'
10, NETAJI SUBHAS ROAD
KOLKATA -700001

CIL/C-5B/JBCCI/65 Dated,7th November,2008.

To

The Director(Personnel)	ECL	Sanctoria
The Director(Personnel),	BCCL	Dhanbad
The Director(Personnel)	CCL	Ranchi
The Director(Personnel)	WCL	Nagpur
The Director(Personnel)	SECL	Bilaspur
The Director(Personnel)	NCL	Singrauli
The Director(Personnel)	MCL	Sambalpur
The Director(T/RDT)	CMPDIL	Ranchi
The Chief General Manager	NEC	Margherita

Dear Sir,

Sub: Determination of seniority in case of non-executive cadre.

There has been no uniform guideline for fixing seniority of non-executive cadre employees working in CIL and its subsidiary companies. In order to keep uniformity while fixing the seniority of non-executive cadre employees working in CIL and its subsidiary companies, a broad guideline for fixing seniority has been drawn and is enclosed for unifrom implementation.

This has the approval of the competent authority.

Encl:
as above

Yours faithfully,

(R.S.Ram)
Chief General Manager(MP&IR)

Copy forwarded to: Dy.CPM/PM(IC)/PM of all Areas/Projects/ Ropeways/CH Kalla/M.R.S./Office of the GM(HRD),Disergarh/ ECL Sales Office,Kolkata/ BEFW/ all workshops/Ukhra & Mugma Regional Workshop.

Personnel Manager(IR), ECL,Sanctoria.

Secretary (Estb Section), HQs. Sanctoria.

* for taking necessary action.

15.12.08
Personnel Manager(Estb)

Ref: ECL/CMD/C-6/WBE-49/1316
Date: 15.12.2008.

Eastern Coalfields Ltd.
CMD's Office, Sanctoria. 15.12.2008

Scheme for determination of the Seniority in case of non-executive Cadre.

1.0 The scheme content to determine the seniority of non-executive employee in case of promotion and recruitment.

1.1 Seniority in initial recruitment grades:

Unless specifically stated otherwise, the seniority among the incumbents of a post in a grade is determined by the date of joining to the grade. In categories of posts partially filled by direct recruitment and partially by promotion the criterion for determination of seniority shall be date of joining in the post to maintain inter-se-seniority of promotes and direct recruitees among themselves in same post, when the date of entry of a grade of promoted employee and direct recruitees are the same, the promotees shall be senior to the direct recruitees.

When two or more candidates are declared to be equal merit at one and the same examination/selection, their relative seniority is determined by the date of birth the older candidate being the senior.

1.2 Seniority on promotion :

Seniority is fixed as per date of coming into the particular grade. In case, this is same in respect of more than one employee, date of coming to the previous grade, thereafter date of appointment and lastly date of birth is taken into consideration for fixing the seniority.

1.3 MUTUAL TRANSFER:

Employees transfer on mutual ground from one cadre of a Company, area, sub-area, Colliery/projects shall determine their seniority on the basis of date of promotion to the grade or taking the seniority of the transferee with whom he/she has exchanged, whichever of the two may be lower.

1.4 Transfer in the interest of administration:

The seniority of the employees from company to company, Area to another Area, Colliery/project to another Colliery/Project shall their seniority on the basis of the date of promotion to their grade as the case may be.

1.5 Transfer on request

The seniority of the employees transferred at their own request from one subsidiary to another, Area to another Area, Colliery/Project to another colliery/project should be determined at the bottom in the grade in the new establishment irrespective of date of joining or length of service on the post.

1.6 Termination/Re-instatement:

Employees whose services were terminated on disciplinary action after reinstatement of the employee their seniority shall be on the date of their re-instatement.

1.7 Departmental examination/trade test:

Where the employee passing of a departmental examination/ Trade test as prescribed in the scheme to a particular post, the relative seniority of the employee passing the examination/trade test in their due turn and on the same date as the case may be shall be determined with to their date of joining to the post.

1.8. Seniority of SC/ST candidate in the promoted grade:

If a SC/ST candidate is promoted to an immediate higher post/grade areinst reserved vacancy earlier than his/her senior General/)BC candidate who is promoted later to the said immediate higher post/grade, the General/OBC candidate will not regain his seniority over such earlier promoted SC/ST candidate in the immediate higher post/grade.

Circular-46

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.-Dishergarh, Dist.-Burdwan, West Bengal 713333

Ref.: ECL/CMD/C-6D/IL/10/1443

Date: 20.10.2010
22

To,
Dy. CPM/PM (I/C),
All Area/All Workshops/ J.K. Ropeways/
ECL Sales Office, Kolkata/ HRD/Mines Rescue Station/
CMO, CH, Kalla/Sanctoria Hospital, ECL

Subject: Change of surname of the workman/dependent of workman

Dear Sir,

It is seen that several proposals received to this office for obtaining approval of the Competent Authority regarding change of surname of the workman/dependent of workman. However, there is no homogeneous process adopted in this regard.

A legal opinion regarding the procedure to be adopted for change in surname of the workman / dependent of the workman was obtained from ECL panel Advocate Sri Indrajit Mukherjee, Advocate, Burdwan and the Ld. Advocate has advised to adopt for the following procedure for the same:

1. The workman / dependent of the workman (of major age) will swear affidavit before the Executive Magistrate. Declaring their intension to be henceforth known under the new surname as "XXX" instead of "YYY" and shall specify the reason for desiring such change in their surname. In case of minor dependent, Affidavit will be sworn by their guardian /parents.
2. Thereafter, the workman/dependent will publish a notice in leading local newspaper proclaiming their intention to be henceforth known under the new surname as "XXX" instead of "YYY"
3. Thereafter employee/ guardian or parents of the dependent will furnish an 'Indemnity Bond' in favour of ECL declaring that he/she would stand liable in the event of any loss being caused to ECL due to any voluntary act of omission / commission on his /her part.

4. Finally, the employee/ guardian or parent of the dependent will produce evidence before ECL to show that the altered 'surname' has been incorporated in the 'Voter Identity Cards' and / or 'Ration Cards' of all his family members.

The above procedure has already been followed in some cases where the Competent Authority of ECL accorded his approval for change in surname.

All are advised to follow the above procedure, before sending the proposal to this office for obtaining Competent approval for change in surname of the workman/ dependent of the workman.

Yours faithfully,

20/10/10

Dy. GM(MP/P&IR)

Encls. Legal Opinion of Ld. Advocate, ECL
Panel Advocate.

Cc: 1) CGM/GM of all Areas – for kind information please
2) H.O.D. (L), ECL, Sanctoria – for kind information please
3) TS to D (P), ECL – for kind information to D (P), ECL
4) PM/Dy.PM (ED/WD) - (Establishment) & Employment section, ECL (HQ)

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.-Dishergarh, Dist.-Burdwan, West Bengal 713333

Ref.: ECL/CMD/C-6B/GM(P&IR)/11/5Genl/256 Date: 09.09.2011

To,
The Chief General Manager/General Managers
of all Areas/ all Workshops/ J.K Ropeways/ ECL Sales office, Kolkata/ HRD/ Mines Rescue Station/ CMO, CH, Kalla/ Sanctoria Hospital, ECL.

Dear Sir,

Kindly refer to this office letter no. ECL/CMD/C-6B/GM(P&IR)/11/5Genl/228, dated 10.08.11 informing therein the FDs decision to dispose off unauthorized absenteeism cases in the level of Manager/ Agent/ CGM/ GMs, as the case may be, depending upon the period of such unauthorized absence.

Queries have been raised by some Areas about approval for bringing the name of such employees in the active pay-roll.

In this respect it is mentioned that since the FDs have delegated the power of disposal of such cases to the respective CGM/GMs on getting the approval from respective CGM/GMs, the concerned Computer Centers will continue the wage billing of the said person by bringing them to active pay-roll. However, the flag-off cases otherwise than unauthorized absence as stated above would not be activated without permission of the Head Quarter.

The onus lies on the CGM/GMs of the Area to examine unauthorized absence cases on its merit and the disciplinary procedure should not be dispensed with.

Yours Faithfully,
R Raut 9/9/11
(R.K. Raut)
General Manager(P/MP&IR)

CC:
1. Dy.GM(P)/Ch.Manager(P)/Sr.Manager(P)IC of all Areas/ all Workshops/ J.K Ropeways/ ECL Sales office, Kolkata/ HRD/ Mines Rescue Station.
2. GM(Sys), ECL HQ – To inform all the Computer Centers of ECL.
3. HODs of ECL HQ, Sanctoira.
4. All executives of Personnel Dept., ECL HQ.

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the CMD, P.O.Dishergarh, Dist. Burr.
PIN - 713333

Ref.No.ECL/CMD/C-6B/GM(P&IR)/12/54ent/562 Dated : 04.10.2012

To
All CGM/GMs of Areas/Projects/Ropeways.
All HODs of Workshop.
CMO/CMS, CH Kalla/Sanctoria Hospital.
HOD, ECL Sales Office

Sub: **Guidelines for dealing with promotion.**

Dear Sir,

Enclosed please find herewith a Guidelines for dealing with promotion cases uniformly throughout the company. This has got approval of the competent authority.

Yours faithfully,
4.10.12
(R.K.Raut)
General Manager (P&IR)

Encl.as above.

Copy to :
1. Area Personnel Managers of all Areas/Project/Ropeways/Workshop along with the copy of the above guidelines.
2. Chief Manager(P)IR, ECL,H.Q.
3. Sr.Manager(Pers)Estab., ECL,H.Q. ! with a copy of guideline.
4. T.S. to D(P),ECL,H.Q.

Guidelines for dealing with promotion

1 . **Timing of DPC** -- DPC to be held Twice for a post, if vacancies [illegible] in October and in April .In October all those eligible as on 30th Septemb[illegible] be considered Promotion will be effective from 1st November . For DPC in April all those in the **panel** will be considered against resultant vacancies . If no panel exists fresh DPC can be held taking employees eligible by 31st March .Promotion be effective from 1st May .

2 **Promotion Vs Selection** - **Selection is made in the entry point and no promotional benefit is given . Promotion is given for higher post as per cadre scheme stipulation and promotional benefit is given.**

3 Assessment of Vacancy:

Assessment of vacancy shall be as per approved Manpower Budget of the current year. Where ever the approval of the Manpower Budget of the current year is delayed, the approved Manpower Budget of last year shall operate till communication of current Budget. The vacancy =(requirement + leave/sick) minus existing on **cut off date**

The resultant vacancy shall be considered against Superannuation ,death, promotion to higher grade , VRS and transfer to other Area/Company.

Category wise vacancy:-

In the Manpower Budget format Category Wise vacancy are not being reflected and many designations are clubbed together against only one designation code.

Keeping this point in view, committee recommend that the distribution of vacancy shall be decided by Departmental Promotion Committee and the broad guideline shall be like a pyramid i.e. Higher Post will be lower in number and lower post will be higher in number. As far as practicable, where there are three posts clubbed together, the percentage of posts shall be 40%, 35% and 25%.

Where specific guideline exists in any cadre. that shall continue to be followed.

4 Approval of vacancy.

Under the existing system filling up of posts by promotion is within the DOP of Agent up to Cat.VI. Except Centralized posts, promotion to all other posts are within the DOP of concerned General Manager.

A formal approval for filling up vacant posts by promotion as per approved Manpower Budget be obtained from the Carder controlling authority. Posts of backlog vacancies and present vacancies in respect of SC & ST must be clearly shown.

5 Formation of Departmental Promotion Committee.

The Departmental Promotion Committee shall consist of member of Mining, Finance, Personnel, SC/ST representative, a member from minority community and one member from the associated department. For example: For filling up vacant posts of Survey Deptt., one Officer shall be member of Departmental Promotion Committee from Survey discipline.

6 Preparation of Bio-data &circulation of seniority list.

The bio-data of all eligible candidates shall be collected/prepared in [illegible] seniority as per given format (illustrative)

Biodata of candidates . DPC for the post of----------

Sl no	Name	UM No	Designation	Date of entry in the original post/desig	Date of SLP/SLAI	Date of APPT	Educa. Qual.	Professional/Tech Qual	Caste	Remark

Provisional seniority list is to be published giving 15 days time to submit objection regarding information contained in the provisional seniority list.

Determination of seniority shall be governed as per circular no: CIL/C-5B/JBCCI/65 dated 7th November, 2008 issued by the Chief General Manager (MP&IR), Coal India Limited, Kolkata. The relevant provision is quoted below:

"1.2 Seniority on promotion:

Seniority is fixed as per date of coming into the particular grade. In case, this is same in respect of more than one employee, the date of coming to the previous grade, there after date of appointment and lastly date of birth is taken into consideration for fixing the seniority."

If objections are received about the correctness of the seniority list, merit of such objection(s) shall be examined and final seniority list to be published in the same format preferably within 10 days. If no objections are received within 15 days, the provisional seniority list shall be considered as final seniority list and an order shall be issued accordingly.

During the process of publication of seniority list the following documents are to be collected.

i) CR for last 3 years.
ii) Education/Tech qualification (photo copy) duly signed by the candidate as a proof of submission.
iii) Photo copy of Caste certificate (where ever applicable) issued by the appropriate authority duly signed by the candidate as a proof of submission
iv) Photo copy of physically handicap certificate

7 Departmental Promotion Committee proceedings

Members Secretary shall issue notice for DPC meeting and members shall sit together to examine and finalize recommendation considering the following aspects

1. Format for Departmental Promotion Committee proceedings shall be in line conformity with the one given below (Illustrative)

DPC FOR THE POST OF ---------- DATED

Sl no	Name	UM No	Inter see seniority	Qualification and marks	CR & marks			
					6a	6b	6c	Total 6d
1	2	3	4	5				

Total(5+6)	ST/SC	Recommendation	Remarks
7	8	9	10

2. Where ever the vacancies are club together post, the grade wise segregation shall be finalized as per guideline given as above.
3. Where ever the relevant Cadre Scheme prescribes for conducting Trade Test, the Member Secretary shall arrange for a Trade Test by a committee and put up the report of Trade Test before the Departmental Promotion Committee.
4. The principles of promotion are either Seniority cum merit or Merit cum Seniority and be regulated as follows

Seniority cum merit	Merit cum Seniority
Minimum qualifying mark for merit is prescribed and all those who qualify , they are promoted in order of their seniority	Merit is given priority and seniority is to decide the rank among successful candidates
Marking pattern i) Qualification = 20 Marks. ii) CR=30 Marks. iii) Interview(if taken)=20 iv) Trade Test if any to pass O standing: 10x3 = 30, V Good : 7x3 =21, Good : 5x3 = 15. HSC-10,HS-12,graduate-15,PG-18,Extra qual-2	Marking pattern i) Qualification = 20 Marks. ii) CR=30 Marks. iii) Interview(if taken)=20 iv) Trade Test if any to pass O standing: 10x3 = 30, V Good : 7x3 =21, Good : 5x3 = 15. HSC-10,HS-12,graduate-15,PG-18,Extra qual-2
Qualifying marks = 40% . No one securing qualifying mark will be superseded .	Qualifying marks = 60% . No one securing qualifying mark will be superseded .

In case of SC/ST the qualifying marks will be reduced by 10% (ie to 30% & 50%) .Standing instructions for reservation of posts under 200 points roasters shall be followed.

8. **Promotion shall not be recommended in the following cases.**
   i) Where a disciplinary action is pending against the eligible candidate.
   ii) Where a Vigilance case is pending.
   iii) When CR is poor/ average for any two years.(Employees not having 190/240 attendances in a given year as per Mines Act will be given Average rating. For any other reason if average CR is given, supporting documents be kept by rater .)

9.Recommendation of the Departmental Promotion Committee:

DPC shall recommend promotion as the guideline given above and the proposal for obtaining competent approval shall be initiated by the Member Secretary

9 Charge assumption

On promotion official report of assuming charge shall be submitted within one month and if any prospective employee failed to submit Charge Assumption Report within three month, his promotion shall be liable to be cancelled. The promotion will be effective from the date of issue of order but actual financial benefit will accrue from the date of joining in promotional post . There will be no change in the date of annual increment and the same will be continued to be given on anniversary date of last increment .

10 Conclusion: This is broad guidelines. However, situation may arise when some modifications of these guidelines may be felt necessary. In such cases competent approval to be obtained giving the details of circumstances.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अध्यक्ष सह-प्रबन्धक निदेशक का कार्यालय,
सांक्तोरिया, पो-दिशेरगढ़, जिला-बर्दवान,
पश्चिम बंगाल-713333
महाप्रबंधक(कार्मिक एवं औ.) का कार्यालय.

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director
Sanctoria, PO: Dishergarh,
Dist. Burdwan, West Bengal - 713333.
Office of the General Manager (P&IR)
CIN-U10101WB1975GOI030295.
E-mail - gmpersonnelecl@gmail.com
Telefax: 0341-2523696.

Ref. No. ECL/CMD/C-6B/GM(P&IR)/15/cir/5(Genl)/393 Date : 23.03.2015.

To
The General Manager,
Salanpur/Sodepur/Sripur/Satgram/Kunustoria/Kenda/Bankola/Jhanjra/Pandaveswar/
Sonepur Bazari/Kajora/Mugma/SP Mines/Rajmahal Area/J.K.Ropeways.
HOD, Neamatpur Workshop, Poniati Workshop, Sodepur Central Workshop, Mugma
Regional Workshop/BEFW & Ukhra Regional Workshop.
ECL Sales Office, Kolkata/MRS/HRD.
CMS, CH Kalla/CMO, Sanctoria Hospital.

Sub :- Release of Employees on transfer.

Dear Sir(s),

It has been noticed that Office Order for transferring the employees is not being complied at some of the Units/Establishments/Areas.The matter has been viewed seriously & concern has been raised from highest quarters.

It is, therefore, desired by the Competent Authority that any transfer order/promotion order/selection order requiring release of the employees has to be ordinarily complied within 30 days of receipt of such order, unless otherwise a date for the same is mentioned therein.

This may please be circulated to the Units/Establishments under your control.

Yours faithfully,

23/3/15

General Manager(P&IR)

Copy to :

1. CMD, ECL.
2. D(T)OP, ECL / D(P), ECL / D(T)P&P, ECL.
3. C.V.O., ECL
4. All HOD, ECL, HQ.

Eastern Coalfields Limited
(A subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, P.O. Dishergarh-713333, Dist. Burdwan (W.B)

Ref.No ECL/C-5(D)/NOC/EE/ 814. Dated : 26/06/2007

To
All CGMs/GMs of Areas,
All HODs of ECL.HQ.
CSM,ECL,Sales Office, Kolkata.
G.M.(Rescue), MRS,Sitarampur,
CMO(IC), CH Kalla
All Agents/IC of Workshops,

Dear Sir,

Sub: Issue of NOC/Identity Certificate for obtaining Indian Passport.

It has been experienced that queries are being made from different establishment/Areas referring issue of No Objection Certificate by the Employer to obtain **Indian Passport**. In the said perspective the matter has been examined and Competent Authority has been pleased to give the following directive/guidelines to be followed in such cases:

1. All CGMs/GMs of Areas, HODs of ECL.HQ/other Establishments shall issue the NOC/Identity Certificate to the concerned applicant under their establishment (both Executives and Non-Executive employees) as per new format of the NOC now termed as **Identity Certificate** as prescribed in the Passport Application Form (Annexure-B) specimen of which is reproduced below:

(ALL CENTRAL GOVT. EMPLOYEES, STATE GOVT. EMPLOYEES, EMPLOYEES OF STATUTORY BODIES AND PUBLIC SECTOR UNDERTAKINGS ARE REQUIRED TO PRODUCE A IDENTITY CERTIFICATE (STRIKE OUT PORTION NOT APPLICABLE)
(TO BE GIVEN IN OFFICIAL STATIONARY)

Certified that Shri/Shrimati/Kum. .....Son/Wife of Shri.....of.....is a temporary/permanent employee of this (office address) from.....(date) and is at present holding the post of.....Shri/Smt./Miss/Mst.....is/are a dependent family member(s) of Shri...../Smt..... and his/her identity is certified. This Ministry/Department/Organisation has no objection to his/her acquiring Indian Passport. The undersigned is duly authorized to sign this Identity Certificate. I have read the provisions of Section 6(2) of the Passport Act,1967 and certify that these are not attracted in case of this applicant.I recommend issue of an Indian Passport to him/her. It is certified that this organization is a central/State Government/Public Section Undertaking/Statutory Body.The Identity Card No.of Shri/Smt.(applicant) is.....

Ref.No. & Date
& Tel.No.

Applicant's photo
to be attested

Name, Designation, Address

contd. 2

The applicant will be required to submit an affidavit in original as per Annexure-I of the Passport Application Form, to their respective CGM/GM of Areas and HODs of HQ/other establishment, affirming the prescribed points for their official record when they apply for the Identity Certificate (this will be in addition to same affidavit to be submitted to Regional Passport Office directly by the applicant under Section 6(2)(C) of Passport Act,1967). Specimen of Affidavit as per Annex-I of the Passport Application Form is given below.

(To be executed on appropriate non-judicial stamp paper and attested by a Notary Public)

I, (name).....Son of.....residing at .....date of birth.....being an applicant for issue of passport, do hereby solemnly affirm and state as follows:

1. That the names of my parents and spouse are as follows
   (i) Father
   (ii) Mother
   (iii)Wife/Husband

2. That I am continuously resident of the above mentioned address from.....
3. That I am citizen of India by birth/descent/registration/naturalization and that I have neither acquired the citizenship of another country nor have surrendered or been terminated/deprived of my citizenship of India.
4. That I have not, at any time during the period of five years immediately proceeding of the date of this affidavit, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than two years.
5. That no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any criminal court in India.
6. That no warrant or summons (or my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.
7. That I have never been repatriated from abroad back to India at the expense of Government of India/I was repatriated from abroad back to India at the expenses of Govt. of India, but reimbursed expenditure incurred in connection with such repatriation.
8. That I will not engage outside India in activities prejudicial to the sovereignty and integrity of India.
9. That my departure from India will not be detrimental to the security of India.
10. That my presence outside India will not prejudicial to the friendly relations of India with any foreign country.

Place
Date

VERIFICATION

DEPONENT

Verified on.....(date) at.....(place) that the contents of the above mentioned affidavit are true and correct and nothing materials has been concealed.

DEPONENT

contd. 3.

2. CGM/GM of Areas and HODs of HQ/other Establishments, after endorsing the prescribed points as affirmed in the affidavit duly submitted by the applicant as per Annex-I of the Passport Application Forms, may issue the Identity Certificate, as per the new format (Annex-B).

It has been further advised that the Identity Certificate for obtaining the Indian Passport only are to be issued by the CGM/GMs of Areas and HODs of HQ/other Establishments, to both the **Executive & Non-Executive employees** under their establishment.

Applications for NOC/Permission to obtain VISA and the Leave application of **Executives** only for the purpose of tour abroad, duly recommended, are to be forwarded to **C.P.M.(EE),Executive Estb. Dept. HQ** alongwith all relevant information/documents as per list given below ,well in advance, for further approval of the Competent Authority. Similarly, applications alongwith relevant information/documents for obtaining NOC/Permission to obtain VISA pertaining to **Non-Executive employees** are to be forwarded to **G.M (P&IR),ECL.HQ** for necessary action/approval. A copy of the NOC issued to the Executives and Non-Executive employees should also be sent to CPM(EE) & G.M.(P&IR),ECL.HQ respectively.

1. Place /Name of the country to be visited.
2. Tentative date of departure/period of the proposed tour abroad.
3. Copy of the NOC of the employer/Affidavit as per Annex.I as mentioned above.
4. Source of expenditure of the proposed tour with brief details
   (If the expenditure of the tour abroad is borne by others, documents thereof)
5. Name/Details of the family members/persons who will visit with the applicant.
6. Contact address abroad with telephone no.

Further any official data of any Executive and Non Executive applicant e.g. Date of Birth, Date of Apptt. etc. if not maintained/available at their respective office, the same may be collected/verified from the Executive Estb. Dept. and Personnel Dept. ECL.HQ respectively.

The NOC/Identity certificate, if required by the CGMs/GMs/HODs for the above purpose, are to be issued by C.P.M.(EE), ECL,HQ.

All pending cases, if any, may be dealt with accordingly.

It is further requested that all precautions should be taken to avoid any complication in future.

Yours faithfully,

26/05/07

(R.K. Sinha)
Chief Personnel Manager(EE)

c.c. to:

1) C.V.O.ECL for kind information.
2) G.M.(P&IR), ECL, HQ.
3) TS to D(P), ECL, HQ.
4) Sr. Executive Secretary to CMD, ECL, HQ. – for kind information of CMD.
5) Sr. Executive Secretary to all FDs, ECL, HQ. - for kind information of FDs.
6) Sr. Executive Secretary(Admn.), ECL, HQ.

COAL INDIA LIMITED
"COAL BHAWAN"
PREMISE NO. 04 - MAR
PLOT NO. AF - III, ACTION AREA - 1A
NEW TOWN, RAJARHAT
KOLKATA-700 156

Ref.No: CIL/C-5B/Stnd. Comm. Of JBCCI/332 Dated: 27.07.2016

ADMINISTRATIVE ORDER

Sub: Administrative Order for reforming the existing Policy for filling-up shortage in the statutory post of Electrical Supervisor in mines of CIL

In view of the recommendations of the Sub-Committee of Standardization Committee of JBCCI-X constituted to examine thoroughly and suggest suitable reforms keeping in view the various existing cadre schemes of Electrical Supervisors and subsequently approved by the Standardization Committee of JBCCI-IX held on 05.04.2016 at CIL Office, New Delhi, the competent authority has been pleased to accord its approval for the following suggestions:-

- Departmental employees (Non-Diploma Holders) working in non-supervisory grade, irrespective of their present category/designation/grade, who **pass Supervisory Certificate valid for working as Electrical Supervisor in mines under Electricity Rules**, shall be placed in T&S Grade 'C' on production of such certificate at any point of time against requirement. However, they may be promoted to T&S Gr. 'B' after one year of experience.

- Departmental employees (Diploma Holders) working in non-supervisory grade, irrespective of their present category/designation/grade, who **pass Supervisory Certificate valid for working as Electrical Supervisor in mines under Electricity Rules,** shall be placed in T&S Gr. 'B' on production of such Certificate at any point of time.

- Departmental employees (Diploma holders/Non-Diploma Holders) working in non-supervisory grade, irrespective of their present category/designation/grade, who **pass Electrical Supervisory Certificate without mining part valid for working as Supervisor under Electricity Rules,** shall be inducted in T&S Gr. 'C' on production of such Certificate at any point of time and shall be deployed in establishments other than mining like Coal Washeries, Ropeways, CWS, Colonies, Hospitals, etc. However, they may be promoted to higher grade only on acquiring Supervisory Certificate for mining part.

- Fresh recruitment may be done in T&S Gr. 'C' having Diploma in Electrical & Supervisory Certificate of Competency without mining part also, who shall be promoted to higher grades only after acquisition of Certificate for mining part or else, they shall remain in same grade till they pass and possess Certificate for mining part.

- The above shall be made effective subject to the availability of vacancy
- Further career growth of the above employees shall be governed, as per the existing cadre scheme.

The above is circulated for uniform implementation in all the Subsidiaries of Coal India Limited.

(Bhagwan Pandey)
General Manager (M-C/R)

Distribution:

1. CMDs, ECL, BCCL, CCL, WCL, SECL, MCL, NCL, CMPDIL
2. Director(P&IR)/(Fin.)/Director(Tech.)/Director(Mkg.), CIL, Kolkata
3. Director (Personnel), ECL/BCCL/CCL/SECL/MCL/NCL/WCL;
4. CVO, CIL, Kolkata / E.D., IIC[illegible]nchi

..2/-

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman cum Managing Director
Sanctoria : Dishergarh -713333. ; W.B.

Ref.No:- ECL/HQ/Engg/E&M/Secrt/ RS /HKD/ 411. Date:- 08.12.2017

To.
The General Manager (P&IR),
E.C.L. : HQ.

Sub:- Regarding Clarification for acceptance of Parts of Electrical Supervisor's competency certification Required for Appointment of Electrical Supervisors

Ref:- letter no. EZ/Dir / Elec./ 1639 ; dtd:- 09.11.2017 of Director of Mines Safety (Elect.) ; EZ, Sitarampur.

Dear Sir,

This office is in receipt of a letter from the Director of Mines Safety (Electrical) , Eastern Zone, Sitarampur, bearing ref. no. EZ /Dir / Elec./ 1639 ; dtd:- 09.11.2017. The copy of the subject letter is enclosed herewith for ready reference.

It is requested to explore the possibilities if the contents of the letter be in someway beneficial for Appointment of Electrical Supervisors .

(Enclo:- Copy of the letter as above)

(H.K.Dubey)
GM(E&M) HOD, ECL.

Copy:-
1. TS to D(P), ECL, HQ.
2. GM(E&M) - Mechanisation , ECL, HQ.
3. GM(E&M) - Workshop , ECL, HQ.
4. Dr. M.K.Mishra ; GM(E&M) -Power, ECL, HQ.
5. Dr.B.C.Rajkumar ; Ch.Mgr.(P/Rectt.) , Personnel Deptt. ECL, HQ.

भारत सरकार
श्रम एवं रोजगार मंत्रालय
खान सुरक्षा महानिदेशालय
पूर्वी अंचल, सीतारामपुर

No. EZ/Dir/Elec./ 1639

Sitarampur, dated 09.11.17

To,

The GM(E&M)
Eastern Coalfields Ltd.
Sanctoria, Po. Dishergarh,
Dist. -Paschim Burdwan,

Sub: Clarification for acceptance of Parts of Electrical Supervisor's competency certification Required for Appointment of Electrical Supervisors (Underground & Surface).

Dear Sir,

As discussed, it may be noted that, for Electrical Supervisors to work in belowground coal mines, there is no need to qualify for the following parts of Electrical Supervisor's certificate of competency issued by govt. of West Bengal.

1.) 7A – underground cables up to 1100 Volts
2.) 7B – underground cables Exceeding 1100 Volts and up to 11000 Volts

This is for your information.

Yours faithfully,
09/11/17
(T. Srinivas)
Director of Mines Safety (Elect.)
EZ, Sitarampur

Scanned with CamScanner

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अध्यक्ष सह-प्रबन्धक निदेशक का कार्यालय
सँक्टोरिया, पो.दिशेरगढ़, जिला-बर्धमान,
पश्चिम बंगाल-713333
महाप्रबंधक(का.अ.) का कार्यालय
CIN-U10101WB1975GOI030295.
ocipersonneldept@gmail.com
टेलेफ़ेक्स- 0341-2523586

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, PO: Dishergarh,
Dist. Burdwan, West Bengal - 713333
Office of the General Manager (P&IR),
CIN-U10101WB1975GOI030295.
Telefax- 0341-2523586.

Ref: ECL/CMD/C-6B/GM(P&IR)/17/ 1045

Date: 31/05/2017
01/06

To
All General Managers
All Area Engineers (E&M).
All Area PMs

Sub: **Encadrement of Electrical Supervisor**
Ref: CIL/C-6B/Stand. Comm.of JBCCI/332 dated 27.7.2016.

Dear Sir,

There was an opinion that due to improper gradation, the Electrical Supervisors are reluctant to be authorized as Electric Supervisor. Hence above modification by JBCCI was made. It has been circulated. Salient features of the changes are that

1. Non Diploma Holder Electricians, irrespective of grade, if produces valid Electrical Supervisor Certificate will be given T&S Gr.'C' out rightly.
2. After one year they will be in T&S Gr.'B'.

Action:- How much such employees were there & how many were placed in T&S Gr.'C' & 'B' is to be analyzed and reported to us by Areas.

B. Diploma Holders on obtaining valid Supervisory Certificate (Electrical) will be placed in T&S Gr.'B'. Engineers being more than Diploma Holder will also be placed in T&S Gr.'B' after attaining supervisory competency.

Action:- How much such persons are there and how many were placed is to be analyzed and reported to us.

C. As per earlier cadre schemes of I.I.32 dated 15.7.92 & I.I. 44/736 dated 20.5.93 in the foot note, it was made mandatory that all Electrical Diploma Holder for their promotion must possess statutory Supervisory Certificate. Promotion by Unit/Area must have been given ensuring such Supervisory Certificate.

Action:- Such cases be reviewed and all must be authorized as per rule.

D. I.I. 32 dated 15.7.92 (For non Diploma Holders) made it mandatory for all Foreman (Electrical)'B', Foreman Incharge (Electrical)-'A' & Foreman Incharge (E&M) 'A' to have Electrical Supervisory Certificate.

Action: Such cases be reviewed and all of them should be authorized as per rule.

E. Besides cases of all new Diploma Holders, Engineer in Electrical Engineering should be sent to this office immediately.

This is a joint endeavour and there is no reason why one cannot work as a supervisor after promotion /placement where the Electrical Supervisor Certificate of Competency is a requirement for eligibility.

Yours faithfully,

R Raut 31/5/17

(R.K.Raut)
General Manager(P&IR)

C.c to:

1. Director(P),Director(T)OP, Director (T)PP: ECL.
2. T.S. to CMD.ECL.
3. GM(E&M). ECL..HQ
4. Dy.Manager(Estb):ECL..HQ

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अध्यक्ष सह प्रबन्धक निर्देशक का कार्यालय,
संक्टोरिया, पो.दिशेरगढ़, जिला-बर्धमान,
पश्चिम बंगाल-713333
महाप्रबंधक (का.औ.स.) का कार्यालय
CIN-U10101WB1975GOI030295.
फैक्स- 0341-2523586.

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, PO: Dishergarh,
Dist. Burdwan. West Bengal - 713333.
Office of the General Manager (P&IR).
CIN-U10101WB1975GOI030295.
Telefax- 0341-2523586.

Ref. No. ECL/CMD/C-6B/GM(P&IR)/18/ 1557 Date : 23.08.2018.

To
The General Manager,
Salanpur/Sodepur/Sripur/Satgram/Kunustoria/Kenda/Bankola/Jhanjra
Pandaveswar/Sonepur Bazari/Kajora/Mugma/SP Mines/Rajmahal Area/
J.K.Ropeways/MRS/HRD
The HOD, Neamatpur Central Workshop/Sodepur Central
Workshop/Poniati Workshop/Mugma Regional Workshop/Ukhra Regional
Workshop/Barakar Engineering Foundry Works.
HOD, ECL Sales Office, Kolkata/Andal/Sanctoria.
CMS, CH Kalla/Sanctoria Hospital.
Chief of Security, ECL.

Dear Sir,

The deployment of female employees in productive job and their gainful deployment is important for Company. While it has been our endeavour to see that more & more female employees are gainfully deployed, their safety is also equally important. Hence, they should not be sent alone to a place far off from the main centres of activity. Preference be given to their deployment in Colonies, Offices, Hospitals & Dispensaries and depending on necessity more than one female be given posting in a place.

Yours faithfully,

R Raut 23/8/18

(R.K.Raut)
General Manager(P&IR)

Copy to :
1. T.S to CMD, ECL
2. T.S to D(T)OP / T.S to D(F) / T.S to D(T)P&P / T.S to D(P), ECL.
3. Sr. Manager(P)Empl. ED/WD, ECL, HQ.

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अध्यक्ष सह-प्रबन्धक निदेशक का कार्यालय,
सांकोरिया, पो-दिशेरगढ़, जिला-बर्दमान,
पश्चिम बंगाल-713333
महाप्रबंधक(का/औ.सं.) का कार्यालय
CIN-U10101WB1975GOI030295
टेलेफ- 0341-2523586.

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, PO: Dishergarh,
Dist. Burdwan. West Bengal - 713333.
Office of the General Manager (P&IR).
CIN-U10101WB1975GOI030295.
Telefax- 0341-2523586.

Ref. No. ECL/CMD/C-6B/GM(P&IR)/2021/ 12 Date: 12.04.2021

OFFICE ORDER

As approved by Competent Authority the following system improvement guidelines are incorporated in the HRA rules of the company regarding deduction of House Rent Allowance and Electricity Charge from the salary of the employees. The following steps should be adhered to prevent irregularities in this regard henceforth:

1. Copy of office order for allotment of quarters must be circulated to concerned Finance Department and System Department along with copy of handover and takeover of quarters between the employees, so that HRA is stopped from the Salary Sheet of the concerned employees and respective electricity charges are deducted.
2. The handover of quarters and taking over of quarters must be in writing duly authenticated by concerned officers authorized for that. The copy must be sent to concerned Finance Department and System Department.
3. Quarterly verification is required to confirm whether stoppage of HRA is implemented and it would be done jointly by the concerned Finance Department and Personnel Department.
4. Yearly Audit should be conducted by Finance Department in this respect.
5. Rules may be implemented so that employees would become liable to inform regarding possession of his quarters within 07 days of taking possession of quarters.
6. "Individual Employee shall also be made responsible. If anyone gets payment of HRA for which the employee is not entitled, must inform to the concern Finance in writing."
7. In case of employees if the period of unauthorized absence is 15 days or more in a month, no HRA will be payable for the month. In case of unauthorized absence of less than 15 days in a month, the payment of HRA shall be done on proportionate basis in that particular month.

In view of above, the **fixing of responsibilities** is recommended below:

Sl. No.	Proposed Action	Responsibilities	Role of the responsible Officer Concerned
1.	Allotment of Quarters to eligible employees	**In case of Unit/ Area:** In-charge of Personnel Department. **In case of HQs.:** In-charge of Welfare Department.	1) Allotment of vacant quarters is to be made through Housing Committee and in accordance with House Allotment Rules of company. 2) Allotment of Quarters should be made to the eligible applicant one month's before from the expected date of its vacation. 3) It is to be ensured that no Quarter of the company remains vacate after obtaining vacant possession from its earlier occupant.

Cont.....P-2

2.	Issuance of Office Order for allotment of Quarters & its proper distribution among the related departments.	**In case of Unit/ Area:** In-charge of Personnel Department. **In case of HQs.:** In-charge of Wage Board Establishment in case of Non-Executive employees & In-Charge of Administration in case of Executives.	1) In the Office Order following conditions are required to be imposed along with other existing conditions. * Allotee is required to inform to the Personnel / Admin Department (as the case may be) endorsing copy to Finance within seven days of taking possession with a request for stoppage of HRA and deduction of Electricity Charges. Despite of this if HRA is not stopped then the concerned employee is to bring this matter under knowledge of the concerned Finance department in writing. * It is the responsibility of the concerned employee to inform in writing before two months of vacating the company's quarter to In-charge of Personnel & Security in case of Unit / Area. In case of HQs. to Welfare Department & Security Department. 2) Copy of House allotment order should invariably be distributed to Finance, System & other related Departments for their information and needful action towards stoppage of HRA &deduction of Electricity Charges etc.
3.	Handover & taking over of Company's Quarters.	**In case of Unit/ Area:** In-charge of Personnel Department & Security. **In case of HQs.:** In-charge of Civil and Security Department for both the cases of Non-Executives and Executives.	The report of handover & taking over of company's quarter should be distributed among the related Departments in writing especially to **Finance, System& Welfare** Department as the case may be for their information & further needful action.
4.	Maintenance of Register	**In case of Unit/ Area:** In-charge of Personnel Department & Civil Department. **In case of HQs.:** In-charge of Civil Department and Security Department.	1) Registers should reflect type of Quarter with its Identification number; Name of the employee to whom quarter is allotted along with his designation, U. Man No. & Place of Posting. 2) Register should also reflect status of HRA paid or not against each name. If paid as per provision of NCWA then its reason should be clearly mentioned.

Cont.....P-3

5.	Quarterly verification as regard to implementation of stoppage of HRA & deduction of Electricity Charges etc.	**In case of Unit/ Area:** In-charge of Finance & Personnel Department. **In case of HQs.:** In-charge of Finance, Systems Department & In-charge of Wage Board Establishment Section (In-charge of Admn. in case of Executives).	Concerned officials shall verify the matter jointly and ensure stoppage of HRA & deduction of Electricity charges etc. in respect of each employee allotted with company's quarter as per rule of the company.
6.	Yearly Audit	Finance Department of Unit / Area and HQs. as the case may be	Audit should be made covering the whole aspect of House allotment & stoppage of HRA and deduction of Electricity charges etc.
7.	Status of quarter and payment of HRA in LPC. (in the case of transfer of an employee)	Personnel Manager/ Finance Manager of the Unit/Area/ Establishment/ HQs as the case may be.	1. The status of quarter mentioning the applicability of payment of HRA to be clearly mentioned in the LPC. 2. HRA to be stopped immediately in his previous place of posting. 3. The LPC to be released within one month of transfer.

Needful action may be taken accordingly.

12/4/2021

(P.K.Srivastava)
General Manager (P&IR),

Copy for information-

D(T)OP/D(P)/D(F)/D(T)PP, ECL- for kind information.
GM(T&MS)/TS to CMD, ECL- for kind information.
GM (Systems), ECL
GM (W&CSR), ECL- with a request to incorporate the above in the HRA Rules of the company.
GM (Civil), ECL
General Manager (Security), ECL.
Dy. GM (Admn), ECL HQs.
Dy. GM (Town Administration Department), ECL HQs.
GM/ GM (Rescue)/GM (HRD)/GM (E&M)/ CMS (Admn), All Areas/MRS/HRD/Workshops & Hospitals.
Area Personnel Manager/Personnel Manager, All Areas/Workshops & Hospitals.
Sr. Manager (P/WBE), ECL HQs.

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director,
Sanctoria, P.O.-Dishergarh,
Dist.-Burdwan, West Bengal-713333
CIN-U10101WB1975GOI030295
Website-www.easterncoal.gov.in
Legal Department
E-Mail: hodlegal.ecl@coalindia.in

Ref. No: ECL/LG/ 241 Date: 20.08.2022

CIRCULAR

Subject: Enhancement/Revision of professional fees of Panel Advocates of ECL dealing with Court Cases on behalf of the Management in various Courts & Tribunals

In reference to minutes of the meeting of the Empowered Committee of Functional Directors of ECL (16th of 2022) as communicated by Company Secretory Vide Ref No. ECL/CS/27(Z-7)/16th of 2022/5 dated 16.08.2022, the competent authority of ECL has been pleased to accord kind approval to accept the Enhancement/Revision of professional fees of Panel Advocates of ECL dealing with Court Cases on behalf of the Management in various Courts & Tribunals. The enhanced/revised Schedule of fees of Panel Advocates of ECL at different Courts is enclosed herewith as Annexure "A"

Panel Advocates will abide by company's terms and conditions and they will not claim any retainer fee or employment in Company's service. (copy of the terms of conditions are attached as annexure "B")

Performance of individual Panel Advocates will be reviewed continuously on the basis of Performance Management System for Advocates as adopted by Coal India Limited (copy enclosed as Annexure "C").

The enhanced/revised Schedule of fees will be applicable to all existing panel Advocates as well as newly empaneled Advocates w.e.f. 16.08.2022.

Enclosures. As above

20/8/2022
HOD(Legal)
ECL, HQ

Copy:

1. GMs of All Areas/ Workshops/J.K.Ropeways/HRD/MRS,
2. All GMs/HODs of ECL. H.Q.,
3. CMO, CH, Kalla/Sanctoria Hospital,
4. Area Personnel Managers, All Areas/Workshops/J.K.Ropeways/HRD/MRS/ CH, Kalla/Sanctoria Hospital.
5. Panel Advocates, different Courts & Tribunals

Annexure "A"

Enhanced/Revised Schedule of fees for empaneled advocates of ECL at District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc.

(Approved by the ECFDs of ECL (16th 2022)

Sl. No	Particulars	District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc
1	For filing Caveat including expenses	Rs.500/-
2	Drafting/Settling of SLP/Writ/LPA/Plaint/Suit/Petition/Original application/FA/SA/Appeal/Complaints/Revision Application including list of dates and application for interim order/any other application	Rs.1,260/-
3	Fees for drafting of main Affidavit/Affidavit in opposition/Counter affidavit/W.S./Reply/Rejoinder/Written argument	Rs.1,260/-
4	Drafting of Misc. Application / Affidavit in original case	Rs.800/-
5	Effective appearance in regular hearing for Advocate on record without Senior/Arguing Counsel	Rs.1,260/-
6	Effective appearance in regular hearing for Advocate on record with Senior/Arguing Counsel	Rs.1,260/-
7	Effective appearance in regular hearing for Sr. Advocate/Arguing Counsel of ECL panel	Rs.1,260/-
8	Fees for Non- Effective appearance before Court/ for appearance before the Registrar and other Court Officers.	Rs.504
9	Conference with Company Officials	Rs.540/-
10	Conference with Sr. Counsel	Rs.540/-
11	Fees for giving opinion by self	Rs.540/-
12	Fees for obtaining opinion from Sr. Counsel/ASG	NA
13	Drafting of Deed/ Conveyance.	Rs.1,260/-
14	Issuance of Legal notice/ Reply of legal notice.	Rs.540/-

Annexure "A"

Enhanced/Revised Schedule of fees for empaneled advocates of ECL at District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc.

(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc
15	Out station fees when there is no appearance at outstation on that day.	Rs.1,000/-
16	Appearance fee for the first case at outstation.	Rs.2,000/-
17	Appearance fee for 2nd and subsequent case on the same day at outstation	50% of the appearance fee.
18	Hearing before Arbitrator:	
	(i) Effective hearing	Rs.2,000/-
	(ii) When the matter is adjourned without effective hearing.	Rs.800/-
19	Clerkage	10% of fees
20	Miscellaneous expenditure (Court fees, photocopy, stamp etc.) (Cash memo for photocopy is required)	Actual
21	Expenses towards payment of Surety bail, bail bond for each accused on such subsequent dates. (Applicable to Co's Officials / employees only)	10% of Bail Bond
22	Conveyance charges for attending conference, attending appearance & arbitration etc. outside from usual place of practice.	Rs.8/- per Km
23	Hotel Charges for attending conference / or arbitration / cases outside panel Advocate for night stay. (original hotel bill is required to be submitted giving details of case)	Fare of 3 Star Hotel/ For non star hotels - Rs.2,500/- or actual whichever is less

Annexure "A"

Enhanced/Revised Schedule of fees for empaneled advocates of ECL at District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc.

(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	District/Subordinate Court including Commercial Court, CGIT, Land Tribunals, Court of Employee Complementation Commissioner etc
24	Train/Air fare for attending Co's case outside from the usual place of practice of such panel Advocate.	Air fare in Economy Class/ 2nd A.C.

N.B.

(i) Fees for items not covered above shall be negotiable.

(ii) One full fee will be admissible for the period of absence of 24 hrs. or more to be reckoned from the time the lawyer leaves the Headquarters till return to the Headquarters/ Stations. If the period of absence is 12 hrs. less, shall be entitled for half of the outstation fees.

(iii) No separate fee for conference is admissible at outstation. Actual cost of the proceedings shall be reimbursable in full. In case of outstation engagement, the lawyer shall be entitled to air fare in Economy Class/ A.C. Second Class train fare by shortest route and accommodation at 4-Star Hotel/3-Star Hotel/Company Guest House as well as hire charge for Car/ Conveyance against production of vouchers. There shall be no clerkage on outstation fees.

(iv) Clerkage shall be payable @ 10% of the fees.

(v) Fees for normally not more than three conferences with company officials will be admissible in a pending case. However, in an extremely complex case further two conferences totaling 5 (five) conferences may be admissible

(vi) The professional Bills raised should be containing the details of the claim and accompanied by Certified copies of Court orders/authenticated copies, as far as practicable.

(vii) Engagement of Sr. Advocate should be made only with prior approval of the competent authority in consultation with Legal Deptt. except under grave emergencies

(viii) Bills should distinctly show the fees and miscellaneous expenses so that TDS can be affected only on fees.

(ix) PAN and Bank A/c. No. along with the name of the Bank should be there in each bill.

(x) Bills for the month should be raised in triplicate for each case separately and should be submitted to the concerned Area/Department within 10th of next month and it should be paid by the concerned Authority within 20 days of receipt of the bill.

(xi) In case of conference with officials of the company, the officials' names should be mentioned.

Annexure "A"

Enhanced/Revised Schedule of fees for empanelled advocates of ECL at High Court/NCLT/NGT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	High Court/NCLT/NGT Approved rate of ECL
1	For filing Caveat including expenses	Rs.1,200/-
2	Drafting/Settling of SLP/Writ/LPA/Plaint/Suit/Petition/Original application/FA/SA/Appeal/Complaints/Revision Application including list of dates and application for interim order/any other application	Rs.6,300/-
3	Fees for drafting of main Affidavit/Affidavit in opposition/Counter affidavit/W.S./Reply/Rejoinder/Written argument	Rs.3,240/-
4	Drafting of Misc. Application / Affidavit in original case	Rs.1,440/-
5	Effective appearance in regular hearing for Advocate on record without Senior/Arguing Counsel	Rs.6,300/-
6	Effective appearance in regular hearing for Advocate on record with Senior/Arguing Counsel	Rs.3,000/-
7	Effective appearance in regular hearing for Sr. Advocate/Arguing Counsel of ECL panel	Rs.8,500/-
8	Fees for Non- Effective appearance before Court/ for appearance before the Registrar and other Court Officers.	Rs.2,520/-
9	Conference with Company Officials	Rs.2,700
10	Conference with Sr. Counsel	Rs.2,700
11	Fees for giving opinion by self:	Rs2,700/-
12	Fees for obtaining opinion from Sr. Counsel/ASG	Rs.2,520/- per opinion plus one conference fees
13	Drafting of Deed/ Conveyance	Rs.6,300/-

Annexure "A"
Enhanced/Revised Schedule of fees for empaneled advocates of ECL at High Court/NCLT/NGT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	High Court/NCLT/NGT Approved rate of ECL.
14	Issuance of Legal notice/ Reply of legal notice.	Rs.2,700/-
15	Out station fees when there is no appearance at outstation on that day.	Rs.4,000/-
16	Appearance fee for the first case at outstation.	Rs.8,000/-
17	Appearance fee for 2nd and subsequent case on the same day at outstation	50% of the appearance fee.
18	Hearing before Arbitrator:	
	(i) Effective hearing	Rs.8,000/-
	(ii) When the matter is adjourned without effective hearing.	Rs.3,000/-
19	Clerkage	10% of fees.
20	Miscellaneous expenditure (Court fees, photocopy, stamp etc.) (Cash memo for photocopy is required)	Actual
21	Expenses towards payment of Surety bail, bail bond for each accused on such subsequent dates. (Applicable to Co's Officials / employees only)	10% of Bail Bond
22	Conveyance charges for attending conference, attending appearance & arbitration etc. outside from usual place of practice.	Rs 10/- per Km
23	Hotel Charges for attending conference / or arbitration / cases outside panel Advocate for night stay. (original hotel bill is required to be submitted giving details of case)	Fare of 3 Star Hotel/ For non-star hotels -Rs.3,500/- or actual whichever is less

Annexure "A"
Enhanced/Revised Schedule of fees for empaneled advocates of ECL at High Court/NCLT/NGT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	High Court/NCLT/NGT Approved rate of ECL
24	Train/Air fare for attending Co's case outside from the usual place of practice of such panel Advocate.	Air fare in Economy Class/ 2nd A.C.

N.B.

(i) Fees for items not covered above shall be negotiable.
(ii) One full fee will be admissible for the period of absence of 24 hrs. or more to be reckoned from the time the lawyer leaves the Headquarters till return to the Headquarters/ Stations. If the period of absence is 12 hrs. less, shall be entitled for half of the outstation fees.
(iii) No separate fee for conference is admissible at outstation. Actual cost of the proceedings shall be reimbursable in full. In case of outstation engagement, the lawyer shall be entitled to air fare in Economy Class/ A.C. Second Class train fare by shortest route and accommodation at 4-Star Hotel/3-Star Hotel/Company Guest House as well as hire charge for Car/ Conveyance against production of vouchers. There shall be no clerkage on outstation fees.
(iv) Clerkage shall be payable @ 10% of the fees.
(v) Fees for normally not more than three conferences with company officials will be admissible in a pending case. However, in an extremely complex case further two conferences totaling 5 (five) conferences may be admissible.
(vi) The professional Bills raised should be containing the details of the claim and accompanied by Certified copies of Court orders/authenticated copies, as far as practicable.
(vii) Engagement of Sr. Advocate should be made only with prior approval of the competent authority in consultation with Legal Deptt. except under grave emergencies.
(viii) Bills should distinctly show the fees and miscellaneous expenses so that TDS can be affected only on fees.
(ix) PAN and Bank A/c. No. along with the name of the Bank should be there in each bill.
(x) Bills for the month should be raised in triplicate for each case separately and should be submitted to the concerned Area/Department within 10th of next month and it should be paid by the concerned Authority within 20 days of receipt of the bill.
(xi) In case of conference with officials of the company, the officials' names should be mentioned.

Annexure "A"
Enhanced/Revised Schedule of fees for empanelled advocates of ECL at Supreme Court/NCLAT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No.	Particulars	Supreme Court/NCLAT Approved rate of ECL
1	For filing Caveat including expenses	Rs.2,000/-
2	Drafting/Settling of SLP/Writ/LPA/Plaint/Suit/Petition/Original application/TA/SA/Appeal/Complaints/Revision Application including list of dates and application for interim order/any other application	Rs.7,500/-
3	Fees for drafting of main Affidavit/Affidavit in opposition/Counter affidavit/W.S./Reply/Rejoinder/Written argument	Rs.4,000/-
4	Drafting of Misc. Application / Affidavit in original case	Rs.2,000/-
5	Effective appearance in regular hearing for Advocate on record without Senior/Arguing Counsel	Rs.7,500/-
6	Effective appearance in regular hearing for Advocate on record with Senior/Arguing Counsel	Rs.4,000/-
7	Effective appearance in regular hearing for Sr. Advocate/Arguing Counsel of ECL panel	NA
8	Fees for Non- Effective appearance before Court/ for appearance before the Registrar and other Court Officers.	Rs.3,400/-
9	Conference with Company Officials	Rs.3,400
10	Conference with Sr. Counsel	Rs.3,400
11	Fees for giving opinion by self:	Rs.3,400
12	Fees for obtaining opinion from Sr. Counsel/ASG	Rs.3,400/- per opinion plus one conference fees
13	Drafting of Deed/ Conveyance.	Rs.7,500/-

Annexure "A"
Enhanced/Revised Schedule of fees for empaneled advocates of ECL at Supreme Court/NCLAT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No	Particulars	Supreme Court/NCLAT Approved rate of ECL.
14	Issuance of Legal notice/ Reply of legal notice.	Rs.3,400/-
15	Out station fees when there is no appearance at outstation on that day.	Rs.6,000/-
16	Appearance fee for the first case at outstation.	Rs.10,000
17	Appearance fee for 2nd and subsequent case on the same day at outstation	50% of the appearance fee
18	Hearing before Arbitrator:	
	(i) Effective hearing	Rs.10,000/-
	(ii) When the matter is adjourned without effective hearing.	Rs.4,000/-
19	Clerkage	10% of fees.
20	Miscellaneous expenditure (Court fees, photocopy, stamp etc.) (Cash memo for photocopy is required)	Actual
21	Expenses towards payment of Surety bail, bail bond for each accused on such subsequent dates. (Applicable to Co's Officials / employees only)	10% of Bail Bond
22	Conveyance charges for attending conference, attending appearance & arbitration etc. outside from usual place of practice.	Rs.12 per Km
23	Hotel Charges for attending conference / or arbitration / cases outside panel Advocate for night stay. (original hotel bill is required to be submitted giving details of case)	Fare of 4 Star Hotel/ For non star hotels - Rs.3,500/- or actual whichever is less

Annexure "A"
Enhanced/Revised Schedule of fees for empaneled advocates of ECL at Supreme Court/NCLAT
(Approved by the ECFDs of ECL (16th 2022)

Sl. No	Particulars	Supreme Court/NCLAT Approved rate of ECL
24	Train/Air fare for attending Co's case outside from the usual place of practice of such panel Advocate.	Air fare in Economy Class/ 2nd A.C.

N.B.

(i) Fees for items not covered above shall be negotiable.
(ii) One full fee will be admissible for the period of absence of 24 hrs. or more to be reckoned from the time the lawyer leaves the Headquarters till return to the Headquarters/ Stations. If the period of absence is 12 hrs. less, shall be entitled for half of the outstation fees.
(iii) No separate fee for conference is admissible at outstation. Actual cost of the proceedings shall be reimbursable in full. In case of outstation engagement, the lawyer shall be entitled to air fare in Economy Class/ A.C. Second Class train fare by shortest route and accommodation at 4-Star Hotel/3-Star Hotel/Company Guest House as well as hire charge for Car/ Conveyance against production of vouchers. There shall be no clerkage on outstation fees.
(iv) Clerkage shall be payable @ 10% of the fees.
(v) Fees for normally not more than three conferences with company officials will be admissible in a pending case. However, in an extremely complex case further two conferences totaling 5 (five) conferences may be admissible.
(vi) The professional Bills raised should be containing the details of the claim and accompanied by Certified copies of Court orders/authenticated copies, as far as practicable.
(vii) Engagement of Sr. Advocate should be made only with prior approval of the competent authority in consultation with Legal Deptt. except under grave emergencies.
(viii) Bills should distinctly show the fees and miscellaneous expenses so that TDS can be affected only on fees.
(ix) PAN and Bank A/c. No. along with the name of the Bank should be there in each bill.
(x) Bills for the month should be raised in triplicate for each case separately and should be submitted to the concerned Area/Department within 10th of next month and it should be paid by the concerned Authority within 20 days of receipt of the bill.
(xi) In case of conference with officials of the company, the officials' names should be mentioned.

Annexure B

Terms and Conditions of Empanelment:

1. Fees for items not covered above shall be negotiable.
2. Clerkage shall be payable at 10% of the fees or Rs. 10,000/- whichever is less.
3. Expenses incurred for typing printing, stenographer, courier charges and other miscellaneous activities shall be supported by documents/bills. Such expenses shall be included in your bill and not separately.
4. Fees for normally not more than five conferences with company officials will be admissible in a pending case. Approval shall be obtained from company for further conferences. Name of the officers alongwith Dept./Area should be mentioned to whom conference has been made.
5. Bills should be raised immediately from the date of the activity for which the same is raised bill raised after three months should be supported by sufficient and reasonable grounds for the delay.
6. The professional bills raised should contain the details of the claim, date of the activity and accompanied by copies of Court orders/authentic copies as far as possible.
7. Engagement of senior advocate advocate should not be made without prior approval/consent of legal department.
8. Bills should distinctly indicate the separate heads of claims. Out of Pocket expenses should be distinctly claimed.
9. Clerkage should be included in the Advocate's bill itself and no separate bill in the name of Clerk will be entertained.
10. PAN and Bank Account number alongwith the name of the Bank and IFSC Code should be mentioned in each bill.
11. Bills should be raised in triplicate.
12. In case of conference with officials of the company, the official's name should be mentioned.
13. When one or more subsidiary is party in a proceeding alongwith CIL, only one set of fees shall be admissible. However, if the pleadings are different, separate fees may be admissible.
14. Where two or more cases involving substantially identical or similar questions of law or facts, one of such cases will be treated as main/lead case and others as identical /connected

cases and the advocate/counsel shall be paid full fee for the main/ lead case and 10 % of the fee of main /lead case. for each of the identical or similar/connected case subject to a maximum of 10 case only.

15. CMD/Director of ECL shall have the right in exceptional cases to order for payment of fee more than the fee mentioned in the schedule keeping in view the importance of the matter in a particular case. It shall also have the power to fix the fee for eventualities which have not been mentioned in the schedule.
16. No retainer fee shall be paid to any panel Advocate/law firm merely because such advocate/firm has been empanelled.
17. An advocate shall have the right to private practice which should not, however, interfere with or be in conflict of interest with the efficient discharge of his duties as an empanelled Advocate of the Company.
18. An empanelled advocate shall not advise any party or accept any case against the Company during the period of Empanelment. It will be incumbent upon the Advocate(s) so empanelled to ensure compliance of this term by his Associates/Juniors (s) working with/under him.
19. If the advocate happens to be a partner of a firm of lawyers or solicitors it will be incumbent upon the firm not to entertain any case against the Company arising in any court.

Annexure C

Evaluation Form

(Each parameter may be rated from 1 to 5.1 being lowest and 5 being highest. Comment, if any, may be written in the space provided.)

Name of the Advocate:_____

Year of Assessment:_____

Significant Cases dealt by the Advocate (if necessary) :_____

Sl. No.	Parameter	Rating
1.	**Drafting Skills** Are the briefs, pleadings and opinions consistently well drafted explicit and devoid of errors?	1 2 3 4 5
2	**Preparedness** Is the Advocate consistently well prepared for arguments/hearings?	1 2 3 4 5
3	**Expertise** Does the Advocate possess/ develop the requisite expertise for specialized and complex subject matters?	1 2 3 4 5
4	**Working independently and taking initiative** Demonstration to handle complicated matters competently with minimal supervision.	1 2 3 4 5
5	**Client Relations** Does the Advocate project effort and commitment towards client satisfaction, and strives to ensure a good rapport with the client?	1 2 3 4 5
6	**Responsiveness** Consistence in responding within timeline keeping the client abreast of the progress.	1 2 3 4 5
7	**Work Ethics**	1 2 3 4 5

	Demonstration of strong work ethics and ensuring Client-Advocate privilege and confidentiality.	
8	**Cost Effectiveness** Efficiency of Advocate in terms of Cost to Company.	1 2 3 4 5
9	**Competency to brief higher ups like AG/ SG/ASG and Senior Advocates**	1 2 3 4 5
10	**Benefit to the Company** Impact of association of the Advocate on the business of the Company.	1 2 3 4 5
	Overall Rating	1 2 3 4 5

Comments, if any:

Signature:

Name of the Evaluator:
Designation:
Department:

Date:

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

Ref No. ECL/TS to D(P)/28

Dated: 28.08.2023

OFFICE ORDER

In reference to the proposal received from the Vigilance Department, ECL HQ regarding the framing of a Standard Operating Procedure (SOP) for the deployment of UG-designated workers over the surface and based on subsequent suggestions received from the other Directorates of ECL, the Competent Authority has accorded approval to the enclosed SOP vide e-office proposal no: 994571.

The existing provision followed for deployment on the surface on medical grounds based on the recommendation of the IOD/NON-IOD/Job Suitability Board Recommendation (JSB) shall remain in force, till further orders.

The enclosed Standard Operating Procedure (SOP) will hold good with immediate effect for the deployment of UG-designated employees on the surface on other than medical grounds.

28/08/2023

TS to D(P), ECL

Distribution:

1. Director (Personnel), ECL – for kind information.
2. TS to CMD, ECL – for kind information of CMD, ECL.
3. TS to D(T/P&P)/D(F)/D(T/OP)/CVO, ECL – for kind information of concerned Director and CVO, ECL.
4. General Manager – All Area, ECL.
5. HOD (P&IR), ECL HQ.
6. Area Personnel Manager – All Area, ECL.
7. Master File.

CamScanner

STANDARD OPERATING PROCEDURE (SOP) - Deployment of UG-designated workers over the surface (Other than on Medical Ground)

1. A list has to be prepared by the concerned Colliery Personnel Manager as per the approved manpower budget and with consultation with the concerned Agent/ Manager of the Colliery. The list will contain designation-wise **shortages** in **surface** & **surplus** in **UG**.
2. If u/g manpower is not surplus as per the requirement of essential surface workers, then:
   a. No deployment from UG to surface until **extreme urgency**.
   (Extreme Emergency refers to a situation arising out of a critical shortage of manpower that will impact production and/or safety aspects)
   b. In case of extreme urgency for deployment from UG to surface then, 05 % of the UG manpower may be considered for deployment from UG to surface. The reason for extreme urgency must be certified by the concerned Area General Manager and it should bear the approval of the concerned Director (Technical) of ECL.
3. In this context, it is to be ensured that u/g work should not be hampered due to the withdrawal of those u/g workers who will be deployed on the surface for the need of the company.
4. Mentioned below is the list of essential/critical designations and their cases shall not be considered except in extenuating circumstances subject to them being surplus:

Explosive Carrier/Blasting Crewman/SF Helper	Support-Timber-Roof Stitching Mistry/Helper/Mazdoor	Driller (UG)
Dresser (UG)	Cable Man (UG)	Shearer Operator
Continuous Miner Operator	Shuttle Car/MU/FS Vehicle Operator	SDL/LHD/UDM Optr
Mining and E&M Supervisory personnel/fitter/Electrician		

5. Colliery Personnel Manager will issue a notice, on obtaining Competent approval of HQ, inviting applications from employees, who have completed a minimum of 03 years of service in Underground as per the above criteria. The application will be invited against a specific requirement for deployment at surface work on a temporary basis, which is as below:

   Based on Higher qualification (Diploma Holder in Technical Streams – Mining/Electrical/Mechanical and Graduate & above in technical streams and Postgraduates in other streams) or against certain specific skill sets such as Electrician (possessing valid Electrical Workmen's Permit/ Electrical Supervisory Certificate of Competency), Operator (having valid HMV license), etc.

The timeline for the last date of submission of the application will be 07 days from the date of the notice. All applications must be submitted through the Dak dispatch system of the concerned Unit & must be addressed to the Mine Manager. **Each application must contain a self-declaration that "I am aware that this deployment will be temporary to meet the shortage of manpower at surface & I will not claim regularization & difference in wages & also not claim UG Allowance".**

6. Unit Personnel Manager will display a list of employees at all notice boards of the Unit & invite objections from employees within 07 days of the display if any.
7. If any objection is received from any employee, then it will be resolved by Unit Personnel Manager & Mines Manager.
8. If nothing is received from employees, then Unit Personnel Manager will prepare a seniority list of all employees, who have submitted applications. **The modalities for preparation of the seniority list have been enumerated below under the heading "MODALITY".**
9. While filling vacancies on the surface, the first preference will be given to the available female workforce (subject to fulfillment of the eligibility criteria and as permissible under the concerned statutes).
10. The Unit Personnel Executive will prepare the seniority list, consisting of eligible employees, for each of the **designations on the surface** against which the application has been received and the said list will be sent to Area Personnel Manager for further deliberation and processing.
11. After ensuring that all the processes have been followed, Area Personnel Manager will forward it to Area General Manager within 03 days of receipt of communication from the Unit Personnel Manager, for the constitution of a three-man executive committee with a copy to the GM(P&IR), ECL for sending one representative from Personnel Deptt. on the day of scrutiny. This committee will be valid for one year. Executives should be selected from Personnel, Finance & Mining cadre. Unit Personnel Manager will be the convener. If any of the committee members is transferred/retired then a fresh member may be nominated.

The committee will decide the name of the UG-designated employees to be deployed over the surface based on the seniority position in the list prepared. While recommending the employees, it must be ensured that the deployment of the employee on the surface must not create any shortage in UG which may affect production and safety aspects.

11. Representative of GM(P&IR), ECL HQ will ensure that all the process has been followed & no litigation will arise in the future, which may attract non-implementation of rules & guidelines of the company. If any such point is raised by the representative of GM(P&IR), ECL then the matter will be looked after by Area Personnel Manager.
12. After finalization of the name as per requirement over the surface, Committee will send a report to Area General Manager for obtaining final approval of the concerned Director (Technical) of ECL.
13. After getting approval from the Area General Manager, the Agent of the concerned Unit will issue Office Order for deployment from UG to the Surface. This deployment will be valid for only up to 06 months (i.e. 180 days). The concerned Unit Manager will assign jobs on day to day basis as per the requirement to run the mine.
14. For deployment of the same person in the immediate next 06 months, approval of the concerned Director (Technical) and that of Director(P), ECL will be required. No further extension of deployment will be given under any circumstances beyond these 06 months.
15. For permanent deployment of any UG-designated worker over the surface, approval of the concerned Director (Technical) and that of the Director (Personnel), ECL will be required.
16. Necessary training as per the provision of the Mines Act should be provided to all concerned employees.
17. Before the completion of 06 months, Unit Personnel Manager will start the process again as per the approved manpower budget, so that the shortage over the surface may be fulfilled within time.
18. Concerned Agent, Mine Manager & Unit Personnel Manager will ensure the timely completion of the above-said process.
19. Common designations such as Pump operator, Haulage Khalasi, Fan operator, stowing mazdoor, and general mazdoor may be allowed to work over the surface by the concerned mine manager if required, but rotation must be done frequently and their payment of UG Allowance to be paid on pro-rata basis and as per relevant circular of UG Allowance.

MODALITY

The modality of the seniority list will be as based on the following provisions:

a. Marks on account of seniority (based on the date of appointment): **0.50 marks** for each completed year of service in **UG** since appointment. The maximum marks to be allotted on this account will be **10 marks**.

b. Marks on account of qualification: **1 mark** for each level of qualification starting from literate as per the table mentioned below:

SL no	Qualification	Marks
01	Illiterate	NIL
02	Literate to Class VIIth standard	1
03	Class VIIIth to Xth appeared	2
04	Class Xth passed to Class XIIth appeared	3
05	Class XIIth Passed	4
06	Technical Diploma Holder (After class X or XII) – at least three years duration	5
07	Graduation (General Stream)	6
08	B. Tech and other such technical qualifications (minimum four years course)	7
09	Post-Graduation (Any stream)	8
10	Additional Degree (Bachelors or P.G.) after first post-graduation	10

Please note: For any combination of qualifications, marks will be allotted for the highest qualification. For example, if an employee has Diploma in Mining obtained after class twelve, then his marks on account of qualification will be 05 i.e. marks applicable for Diploma Holders.

Preparation of final mark sheet: **60 %** weightage to be given to seniority (i.e. Total marks /60 * 100) for arriving at the final marks and **40 %** weightage to be given to the marks of qualification (i.e. total marks/40 * 100) for arriving at the final marks. An illustration has been given below:

Employee A has 5 years of UG experience and is Xth Pass then his marks on account of Seniority and Qualification will be 2.5 marks and 3 marks. This will be converted in the following mode i.e. **60 % of 2.5 + 40 % of 3 = 1.5+1.2 = 2.70** will be the total marks.

The seniority list will be prepared based on the total marks so derived.

Interpretation:

The power to interpret these rules is reserved with Director (Personnel), ECL and his/her interpretation will be final.

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

Ref No. ECL/TS to D(P)/56 Dated: 15.12.2023

To,
The General Manager (All Areas),
General Manager (P/EE) I/C, ECL Hq,
HOD(P&IR), ECL Hq

Sub: System improvement measures related to employment files.

Dear Sir,

The Competent Authority has directed following measures for system improvement related to employment files and preservation of records thereof.

SYSTEM IMPROVEMENT SUGGESTION:

1. Identification of available employment files from Areas/Unit as well as ECL HQ.
2. Segregate employment files in groups (Every 05-year period) & store at proper place.
3. Scanning of all employment files individually.
4. Storage of one soft copy of employment file at ECL HQ as well as at concerned Area level.
5. Possibility to be explored regarding uploading of Soft copy of individual employment file in SAP, so that data can be kept secure forever & can easily be accessible to competent authority.
6. If entry in SAP is not possible then effort should be made to store the records i.e. the employment files in Cloud Server or ECL Intranet.
7. Custodian of employment files should be nominated by Area/ HQ, who will access these files by Login & Password.

As such, it is requested to follow the above suggestions in letter and spirit so that, a compliance report can be submitted to the Authorities.

Yours faithfully,

15/12/2023

Dy. GM(P)/ TS to D(P)

Copy:

1. TS to CMD
2. TS to D(T) OP
3. TS to D(T)P&P
4. TS to D(F)
5. TS to CVO

For kind information please

No. 23011/48/2013-CPD
Government of India
Ministry of Coal

Shastri Bhawan, New Delhi
Dated 26th November, 2015

To

(i) Chairman-cum-Managing Director
Coal India Limited,
Coal Bhawan, New Town,
Rajarhat, Kolkata 700156

(ii) Chairman-cum-Managing Director,
Singareni Collieries Company Limited,
Singareni Bhavan, P.B. No. 18,
Red Hills, Khairatabad P.O.,
Telangana State, Hyderabad-500004.

Subject Guidelines on Third Party Sampling at the loading end – Standard Operating Procedure.

Sir

I am directed to say that a meeting was held on 28.10.2015 under the Chairmanship of Hon'ble MOS (I/C) for Power, Coal and N&RE on the issues relating to Third Party Sampling & Analysis of coal at loading end. The meeting was attended by Officers of Ministry of Coal and Ministry of Power, CMD (CIL), CMD(NTPC) other senior officials and representatives of APP. In accordance with the decisions taken in that meeting, the following guidelines have been formulated:

A. Third Party Sampling at the Loading End - Standard Operating Procedure

(i) An independent Third Party Agency to be appointed by CIMFR by a transparent process for undertaking the work of sampling and analysis of coal at the loading end on behalf of both the power plant (consumer) and the coal companies (supplier)

(ii) The CIMFR shall enlist third party agencies through a transparent process for the work of sampling and analysis of coal.

(iii) The authorized representatives of power plant and coal company shall jointly witness the process of sample collection and preparation of the laboratory

samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. All three - independent sampler, consumer and supplier - shall also sign on the samples register maintained by the coal company at the loading end.

(iv) The samples shall be collected and prepared by the third party agency/independent sampler as per BIS norms. Collection of samples to be ensured within free time for loading of rakes.

(v) The fee for independent sampling agency shall be equally borne by both the coal company (supplier) and the power utility (consumer).

(vi) The coal companies shall provide adequate enabling conditions for collection, preparation and storage of coal samples at the loading end.

(vii) The final laboratory sample shall be divided into 4 (four) parts. Part-1 of the sample is for analysis by the independent Third Party Agency at a government laboratory or NABL Accredited laboratory as appointed by CIMFR through a transparent process. Part-2 and Part-3 of the sample are to be handed over to the coal company and the power utility, respectively for their own analysis. Part-4 of the sample, called Referee sample, shall be sealed jointly by the third party agency representatives of the coal company and the power plant and shall be kept with the Third Party Agency under proper lock and key arrangement. The Referee sample shall be preserved for a period of 30 days from the date of sample collection.

(viii) Mere absence of or failure of participation by any representative of either party despite prior notice shall not be a ground to negate the sampling process undertaken.

(ix) The Third Party Agency shall communicate the Analysis Results of the sample within 18 (eighteen) working days of the sample collection to the coal company and the power plant.

(x) The coal company or the power plant may raise dispute, if any, within 07 (seven) days of the submission of the result by the Third Party.

(xi) In case of dispute raised within the stipulated time period, the Referee sample shall be analyzed by a government laboratory.

(xii) The persons engaged by third party agency should take proper training at Vocational Training Centre and obtain certificate for complying with the statutory provisions of Mines Act.

(B) <u>Future modification of SOP</u>:

i. A committee is to be constituted under the Co-chairmanship of Director (Operation), NTPC and Director (Mktg.), CIL; and representatives from CEA/CIL/NTPC/HPGCL/MPPGCL/GSECL/RVUNL/KPCL/DVC/APP and Railways as members of the Committee. The committee may co-opt experts, as required.

ii. The committee is to facilitate operationalization of the Third Party Sampling process for normal coal supplies to power plants including coal supplies under e auction for power end-use.

iii. The committee to explore feasibility of the following aspects:
   a. Use of IT in GPS tracking of coal supplies.
   b. Installation of Online coal analysers/auto samplers.

c. Online submission of Analysis Results of coal samples for speedy settlement of bills.
d. Issue of coal shortfall on account of energy shortfall due to grade slippage as per third party report at loading end.

(iv) The committee may periodically submit recommendations to the Joint Secretary, Ministry of Coal and Joint Secretary (Thermal) Ministry of Power for consideration and issue of necessary directives

This has the approval of Hon'ble MoS(I/c) Power, Coal & NRE.

Yours faithfully

26/11/2015

(Pilli Ravi Kumar)
Under Secretary to the Govt. of India

To .

1 Secretary, Ministry of Power, Shram, Shakti Bhawan, New Delhi
2. Joint Secretary (OM) Ministry of Power, Shram Shakti Bhawan, New Delhi.
3 Coal Controller, Coal Controller Organisation, Kolkata.
4. Chairperson Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi
5 CMD, NTPC, SCOPE Complex, Lodhi Road New Delhi.
6 Director, Central Institute of Mining and Fuel Research (CIMFR), Barwa Road, Dhanbad, Jharkhand-826001
7 Director (Marketing), Coal India Limited, 15 Park Street, Kolkata.
8 CMDs all Subsidiaries of Coal India Ltd
9. General Manager (S&M) Coal India Limited, 15, Park Street Kolkata
10 GM (S&M), CIL, Scope Minar, Laxmi Nagar, New Delhi.

Copy to

(i) PPS to Joint Secretary (RKS)
(ii) PS to Director (CPD)
(iii) Technical Director, NIC Cell, Ministry of Coal with the request to upload it on the Website of the Ministry for information of all concerned

[Referee SOP finalised by Apex Committee on 27 June 2018]

10th July 2018

Standard Operating Procedure (SOP) for Referee Sample Analysis

Background:

Fuel Supply Agreements/ Tripartite sampling agreements do not have Standard Operating Procedure (SOP) for referee analysis time-lines resulting in inordinate delays in sending the samples and subsequently obtaining results. As per the Tripartite MOU dated 28.06.2016 signed amongst CIL, Power Utility and CSIR-CIMFR, CIMFR shall be responsible for custody, transportation and analysis of referee samples through designated labs. Wherever mechanical sizing facilities are available/working, sample of 212 Micron size shall be prepared. Wherever such facilities are not available, Coal Company shall provide the same. Till such time, sample of 3.35 mm shall be prepared. Following SOP is issued by the Apex Committee for implementation.

i. Referee Sample shall be retained in double sealed condition duly signed by the representatives of Coal Company and the representative of Power Utility along with the signature of CSIR-CIMFR representatives and kept in safe custody of CSIR-CIMFR at the loading point for 30 days from the date of sample collection or for 15 days from the date of communication of results by CIMFR, whichever is later. Disposal of the unchallenged referee samples will be done by CSIR-CIMFR under intimation to the Coal company and Power utility with proper documentation of sample details.

ii. For safe custody of referee samples, locker of Godrej make or equivalent make shall be provided by Coal Company at loading end. If it fails to do so, the same may be provided by Purchaser within reasonable time. All the keys will be solely under the custody of CSIR-CIMFR.

iii. For more transparency in handling of referee samples, a separate room without any windows shall be provided by the Coal Company for referee sample preservation, which will be under surveillance of CCTV round the clock. CCTV footage shall be provided to CSIR-CIMFR on monthly basis.

iv. Power utility/Coal Companies may raise dispute, if any, within seven days of the submission of result by CSIR-CIMFR excluding the date of submission.

v. In order to remove the randomness in challenging results through referee samples, the referee sample challenge will be submitted along with the Challenging party's test reports. The decision of sending samples for referee shall not be accepted if it is not supported with the test results of the coal company/ power station; as the case may be. Challenging party shall communicate the details of referee challenged samples as per the format used for routine test reports submitted to concerned parties on routine basis, on the letterheads, to respective Research Zones of CSIR- CIMFR viz. Dhanbad, Ranchi, Bilaspur and Nagpur from where results are received. Every stakeholder shall have two permanent official email IDs for the purpose of third party analysis results and referee related issues.

vi. The challenging party will send email (for referee challenge) in reply to CIMFR results. Challenging party shall also inform other party regarding the dispute. However, non receipt of information by other party shall not affect referee process.

vii. CSIR-CIMFR will process the request of referee sample analysis on monthly basis and dispatch the referee samples to referee labs on priority with advance intimation to both Coal companies & Power Utilities.

a. CSIR-CIMFR will make the list of disputed cases received from Buyer and/or Seller for Referee analysis during the first day to last day of the month (Say April 18) along with estimated advance amount to be paid to the Referee lab.

b. The list & estimated advance amount will be communicated by CIMFR to respective challenging party/ parties up to 10th of following month (May 2018).

c. By 20th of the same month, Challenging party/parties will arrange the provisional advance amount to be paid to the Referee labs.

d. CIMFR, Seller and Purchaser shall complete the coding, and Challenging Party shall arrange transportation of the referee samples to designated referee labs. CIMFR will send the disputed samples for analysis to the referee laboratories by the end of same month. In case of constraints/ exceptional cases, CIMFR shall arrange transportation and amount will be reimbursed by the Seller/Purchaser, as the case may be, within a period of one month after raising of bills by CIMFR.

viii. Apex Committee has *presently approved* following eleven (11) referee labs from the approved list of laboratories. In case of dispute, referee sample shall be sent to any one of the following laboratories by CSIR-CIMFR, on rotational basis considering the work load of referee lab.

i. Central Power Research Institute, Bangalore
ii. Indian Institute of Technology, BHU, Varanasi(#)
iii. CSIR-IMMT, Bhubaneswar
iv. National Test House, Kolkata (#)
v. CSIR- NML, Jamshedpur
vi. CSIR-IICT, Hyderabad
vii. MECL, Nagpur
viii. CSIR-NGRI, Hyderabad
ix. CSIR-NEIST, Jorhat
*x. IIT, Kharagpur (*)*
*xi. Department of Geology, Institute of Science, BHU (*)*

*(*) Not functional as on 27-10-2017*
(#) Suspended as on 27.10.2017

ix. The referee samples will be coded and decoded at a centralized place in respective CSIR-CIMFR lab, in case lab is far off, it may be arranged in nearby coal subsidiary/power plant and same will be recorded in writing. All the concerned parties shall have the right to be present at the time of coding / decoding. The centralized place must be under CCTV surveillance. The methodology of coding and decoding will be as per **Annexure**. The samples will be carried to the designated lab by CSIR-CIMFR representatives from the place of coding. Other parties may witness transportation of referee samples. The intimation for witnessing, coding/decoding and transportation from coding point to referred Lab would be given in advance by CIMFR to both Coal companies & Power Utilities.

x. The proposal for addition/deletion in the list of referee laboratories will be made by CIMFR based on the infrastructure available at Referee Laboratories and compliance of timeline for

Referee analysis as per SOP. The same will be placed in Executive committee and Apex Committee for approval.

xi. CSIR-CIMFR will make necessary arrangements for analysis of referee samples. Cost of transportation charges for referee samples, referee samples analysis charges, travel & stay etc of CSIR-CIMFR representative (as per CSIR-CIMFR admissibility) will be borne by the challenging party.

xii. All the samples disputed by the Coal company as well as Power utility shall be transported for a particular monthly lot in one go and above charges shall be shared by coal companies and power utilities on pro rata basis on number of referee samples

xiii. CSIR-CIMFR will advise the designated lab to send results of Referee analysis simultaneously to both seller and purchaser, respective Research Zones and HQ of CSIR-CIMFR within 15 days.

xiv. The findings of the referee sample shall be binding on all the parties for commercial purposes, under FSA.

Annexure

Coding and decoding of Referee Samples

i. Identification of referee challenged samples, its number and the name of the challenging party with site will be assessed.

ii. Referee Samples will be opened and a new code in place of original identification will be assigned in presence of authorized representative of coal companies and power utility. Coal Company/Power Utility may witness the process, but no one including CIMFR will be allowed to note/ photography/videography as a proof, just to maintain the secrecy of the sample.

During the process of coding, only the seal of the Referee packets will be broken and it will be sealed by a new random code by CIMFR. This code will be noted by CIMFR only on a piece of paper, which will finally be sealed in an envelope and kept in a safe locker with the signature of all concerned parties (nobody will be allowed to note or to take photographs/videography of the total process). Now the coded sample will go to the designated laboratory for analysis purpose.

iii. The representative of coal company and power utility present during coding/decoding must be authorized by their competent authority.

iv. After getting the results of the sample from referee lab, CSIR-CIMFR will intimate the date and time of opening of sealed envelope and the same may be witnessed by Coal Company/Power Utility. CSIR-CIMFR will e-mail scanned copy of the contents of envelope to all the parties concerned.

v. Finally, the results will be sent to all concerned by CSIR-CIMFR with the original details provided during collection of samples.

Note :

The above coding and de-coding modalities are interim until the double blinding system through NIC without any manual intervention is in place.

Committee Report

on

Short term and Medium term Action Plan to Address Systemic issues for Quality Assurance

कोल इण्डिया लिमिटेड
अध्यक्षीय सचिवालय
COAL INDIA LIMITED
(Govt. of India Enterprise)
भवन "Coal Bhawan"
Premises No.04, Plot No.AF-III,
Action Area 1A, New Town,
Rajarhat
KOLKATA – 700 156 (WB)

महारत्न कम्पनी
A Maharatna Company

Chairman's Secretariat
अध्यक्षीय सचिवालय
Email : ischairman.cil@coalindia.in
Ph:033-7110-1504
Website : www.coalindia.in
CIN : L23109WB1973GOI028844

(An ISO 9001:2015, ISO 50001:2011 & ISO 14001:2015 Certified Company)

Ref. No CIL/CH/TS/F-36(A): 870 Date: 23.04.2020

OFFICE ORDER

Competent authority has approved constitution of a Multi-Disciplinary Team / Committee consisting of the following to prepare Short Term and Medium Term Action Plan to address systemic issues for quality assurance with terms of reference

1) Shri D. Prasad, GM (PMD) — Chairman of the Committee
2) Shri A.P. Singh, GM (M&S).
3) Shri T.K Mukherjee, GM (Env.)

Terms of Reference.

1) To analyse the existing quality data.
2) To identify issues
3) To suggest short term and medium term measures for improvement in quality.
4) To finalize activities with timeline
5) Any other points / issues raised from time-to-time.

The committee is to submit the report to Director (Technical), CIL within seven (07) days.

GM & TS to Chairman

Distribution:

Shri D. Prasad, GM (PMD), CIL
Shri A.P. Singh, GM (M&S) CIL.
Shri T.K Mukherjee, GM (Env.) CIL.

Copy to:

Chairman CIL
Director (Technical), CIL.
Director (Marketing), CIL
All CMDs

* For details by the concerned divisions at respective subsidiary

CH/E-477806
SCANNED
DT. 23.4.20

Quality Management in CIL: An Overview

In review meeting taken by Hon'ble Minister of Coal on 2nd April 2011, the issues of quality of coal supplies by CIL was discussed in detail. Hon'ble Minister of coal put emphasis on improvement of quality of coal so that CIL can not only substitute the imports but also tap export market.

In view of above, a multi disciplinary Committee under the Chairmanship of GM(PMD) was constituted to prepare short Term and medium term Action Plan to address issues of quality assurance. The Committee has reviewed the issues relating quality assurance in different stages.

a) Production,
b) Stacking,
c) Transportation,
d) Loading of coal in sliding system.

The committee also took note of the present status of Quality management in CIL and its subsidiaries, Sampling procedure being followed and Third Party Sampling. A brief Note on procedure of Quality management is given below.

Quality Management in Coal Subsidiary

- The coal is first properly mixed in declared grades which is adjusted subsequently against the analysed grade by surveyor by third party agency or reference laboratories as applicable through mechanical sampling arrangement. The coal over grade is below the declared grade but under the grade is above the declared grade.

- Coal Production Programme of CIL & its subsidiaries during the year is finalized in consultation with Ministry of Coal, Planning Commission, Chief Controller of Explosives, Director General of Mines Safety (DGMS), Central Mine Planning & Design Institute Limited (CMPDIL) and Director General (Statistics) & Ex-officio Additional Secretary (DGS&EA), Ministry of Coal. Production programme is finalized in the month of February every year.

- Coal Production Programme is discussed in detail in the Annual Plan discussions with Ministry of Coal, Planning Commission, Chief Controller of Explosives, Director General of Mines Safety (DGMS), Central Mine Planning & Design Institute Limited (CMPDIL) and Director General (Statistics) & Ex-officio Additional Secretary (DGS&EA), Ministry of Coal. Production programme is finalized in the month of February every year. Subsequently, annual plan estimates of CIL, namely the quantum of coal production is finalized by CCEA every year in April every year.

- In April 2009 Model Fuel Supply Agreement (FSA) as per New Coal Distribution Policy (NCDP) was signed. For the quality assurance was done through joint sampling of coal at loading end by the participation of representative of both seller and purchaser.

- From 1st October 2011 as per the decision of MOC, Third Party Sampling was introduced for assurance of quality of coal supplies to the consumers. Three Agencies were selected by CIL through transparent bidding process.

- In July 2011 Power Utilities approached for Third party sampling at their end at third party agency (TPA) owned by CIL in the presence of CIL's

- Quality assurance mechanism: Third Party agencies initially appointed by Power Utilities and Coal Companies were as on 31st July 2012.

- From August 2016 CIMFR started sampling and analysis as an independent third party agency as per MoC guide line through OM No. 23011/68/2013-CPD dated 26.11.2015 for coal supply to Power Utilities under FSA and from August 2017, QCI started sampling for supply of coal to Non Regulated Sector(NRS).

- Third Party Agency takes samples at the time of loading from consignment of coal supplied to different consumers following the procedures of BIS / CCO / FSA guidelines.

- The authorized representatives of consumer and Coal Company may witness the process of sample collection and preparation of the laboratory samples.

- The final laboratory sample is divided into 4 (four) parts. Part 1 of the sample is for analysis by the independent Third Party Agency at a government laboratory or NABL Accredited laboratory. Part 2 and Part 3 of the sample are handed over to the coal company and the consumer respectively for their own analysis. Part 4 of the sample, called Referee sample, is sealed jointly by the third party agency, representatives of the coal company and the consumer.

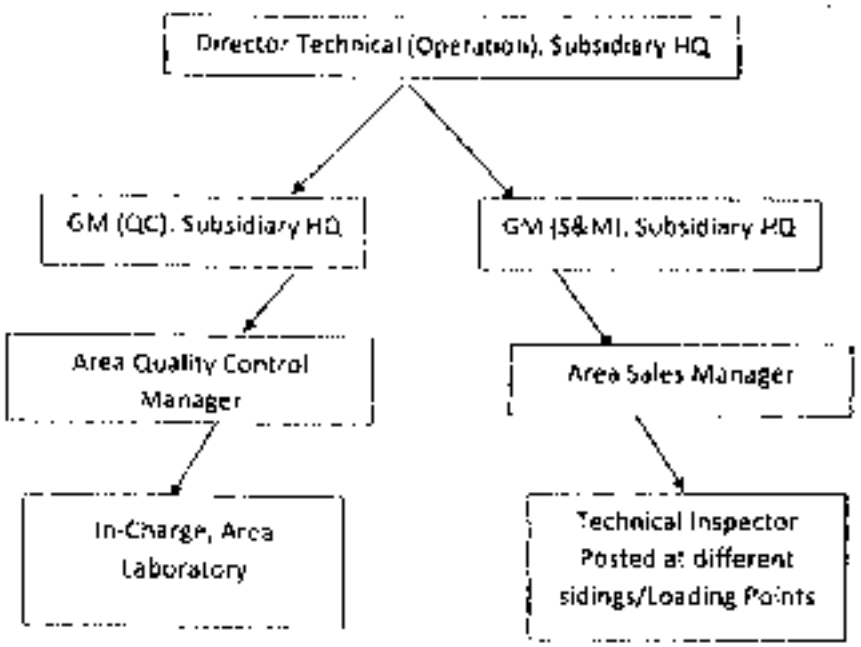
- The Third Party Agency commences the Analysis Results of the sample within 18 (eighteen) working days of the sample collection to the coal company and the consumer. The coal company or the power plant may raise dispute, if any within 07 (seven) days of the submission of the result by the Third Party.

- In case of dispute raised within the stipulated time period, the Referee sample is analyzed in a designated government laboratory. Presently 6(six) Government Laboratories are designated for analysis of referee samples.

- Presently CSIR CIMFR is doing the job of third party sampling for the coal dispatch to power utilities under FSA and QCI is doing sampling for non-power sectors taking coal through FSA and different e-auctions and for power utilities taking coal under forward e-auction and SHAKTI B-II scheme.

- CIL HQ M&S department frames the policies for quality assurance considering commercial implications, collects information related to quality from Quality Control Department of subsidiary company HQs and presents the same through Marketing & Sales, as and when required. In addition to these, it also does the liasoning job with MOC and JS level Committee and Apex Committee for Third Party Sampling.

Organizational Structure of Quality Control Department in Subsidiary Company



To check the degradation of quality of coal in different stages of production, transfer, stacking and loading, a uniform Code of Practice has been prepared enumerating responsibility of persons involved and SOPs to be followed in different stages.

Code of practice for maintenance of Quality of Coal

General:

Out of total coal production of 602.13 MT in FY 2019-20, the production from UG mines is 30.04 MT and from OC mines is 572.10 MT. The production from surface miner contributes to around 50% of the total coal production from OC mines. Coal production from surface miner in 2017-18, 2018-19 & 2019-20 is 265.76MT, 280.74MT and 270.08MT respectively. The coal produced by surface miner is generally free from extraneous material and has a size of -100mm.

The coal seam bands if any is cut separately, so the chance of mixing with coal is less, and hence there is a better quality control in the coal produced through surface miner. Apart from surface miner, extraction of coal from opencast mines is being done with shovel dumper combination in below mentioned scenario:

a) Virgin seam
b) Fiery coal seams
c) On developed/depillared underground workings.
d) On developed/depillared underground workings under fire

Winning of coal with shovel dumper combination using blasting under above circumstances requires utmost care for maintaining quality.

There are chances of degradation in quality of coal during stacking of coal. Coal may be mixed with extraneous material if dump site is not clean. There are chances of fire in coal stock, which is a major cause for degradation in quality of coal.

In Washery / Siding, there are chances of degradation in quality of coal if the coal is mixed with extraneous material while loading in wagons or if the coal catches fire

Objective, Implementation:

1. To produce clean coal free from extraneous material from face using different mining technologies.
2. To stock coal in such a manner that no extraneous material get mixed while stacking the coal in stockyard and to ensure no fire catches in stock
3. To dispatch clean and quality coal from siding / washery.

The SOP recognizes the various conditions which affect the quality of coal at the working site, stock yard and siding. For implementation of this SOP it is a requirement that written operating instructions be prepared at each mine and dispatch point and every involved person is issued with a copy of such instructions.

Responsibility of persons:

General Manager:

a) He will ensure the enforcement of this code of practice.
b) He will ensure proper facilities for sampling and testing of samples.
c) He will ensure proper infrastructure at siding, washery eg crushers, spare parts and required manpower

Project Officer:

a) He will be responsible for providing necessary infrastructure at coal face and stock so that quality shall be maintained in production, transportation and stacking of coal.
b) He will be responsible for segregation of extraneous material/stone at coal stock and siding and ensure that only good quality coal is dispatched through siding.
c) He will be responsible for crushing coal to proper size before dispatching it to siding.

Area Sales Officer:

a) He will be overall responsible for dispatch of area and ensure minimum deductions on quality.
b) He will be responsible for supply of rakes in siding and ensure that wagons are free from extraneous material/stones
c) He will be responsible for third party sampling in each area and ensure that the challenge of referee sample shall be done within stipulated time and as per the guidelines issued from time to time by CIL. He will also co-ordinate with the Area Finance Managers for timely release of fund for the same.
d) He will exercise such managerial control that no coal with inferior quality enter into the siding.

Area Quality Control Officer:

a) He will serve as link between production unit and dispatch unit of area.
b) He will be responsible for dispatch of coal in schedule grade.
c) He will be responsible for collection of samples, preparation of samples and analysis of samples.
d) He will exercise such managerial control that no coal with inferior quality is received at the siding and in case wherever intervention of Area General Manager is required, he will immediately report the same
e) He will give regular feedback of analysis report from Area Quality Control lab to Sub Area Managers/Project Officers and Managers of feeding mines for necessary corrective measures, if required.
f) In case of grade slippage of more than 2 grades continuously for three months, he will arrange revised grade proposals from Manager of the mines and after observing all due formalities and approval of the DT(Opns.) of the subsidiary company, the proposals will be sent to CCO for necessary actions.

Mine Manager:

a) He will ensure that the bands are mined separately. Whenever any band encounters in course of mining , he will ensure extraction of such bands separately.
b) He will be responsible for maintenance of quality in the stock and ensure proper stock management in such a way that no fire catches in coal stock.
c) In particular the manager is responsible for, either personally or by a nomination of a competent person ensuring
   i. Written operating instructions are prepared, and available for reference and training.
   ii. Operating instructions are strictly enforced.
   iii. The employment or engagement of persons suitably qualified to ensure the requirements are met.

Siding Manager:

a. He will ensure picking and segregation of extraneous material/stone at railway siding and in case of excessive extraneous material received from any of the mines, he will immediately report the same to Manager of the mines for corrective measures.
b Segregated extraneous materials/stones at sidings have to be transported on regular basis so that the entire loading platform of the siding shall be free from boulders/extraneous material.
c He will ensure that only coal of declared grade free from extraneous materials/stones shall be dispatched from siding.
d. He will assist Area Quality Control Officer in collection of samples
e. He will ensure proper supervision in siding

Despatch In-Charge of Mine:

a) He will ensure transportation of coal free from extraneous material/stones from stock to railway siding.
b) In case of despatches of coal by Road Mode, he will be responsible for collection and preparation of samples as per provisions of Third Party Agreement
c) He will ensure strict supervision while collection of samples by Third Party Agencies from Trucks/Tippers.
d) He will also maintain proper recording of the dispatches of coal by Road Mode on day to day basis.

Drilling and blasting In-charge:

a) He will ensure the cleaning of the face before the start of the drilling
b) He will also ensure effective control in blasting

Overman/Mining Sirdar:

He will ensure proper cleaning of coalface

SOPs

Extraction of coal from virgin seam by shovel dumper combination.

1. OB bench shall be at least 30 meter in advance of the coal bench from where coal is planned to be extracted.
2. Before drilling, the top of the coal bench shall be thoroughly cleaned and ensured that no extraneous material shall remain on top of the coal bench.
3. Shovel bench shall be thoroughly cleaned before blasting the coal.
4 Any band between coal seam shall be separately mined

5. No subgrade drilling shall be allowed in coal benches.
6. Both bucket of loading machine and dump body of the hauling machine shall be thoroughly cleaned before loading of coal.
7. Blasting operation should also be effective and controlled
8. All stones near the mine face are to be cleaned before blasting of the coal.

Extraction of coal from seam on developed pillars by OC method

1. It should be ensured that galleries are free from OB/extraneous material before extraction of pillars
2. Before drilling it shall be ensured that all the extraneous material are removed.
3. In case of fire proper arrangement for quenching shall be made before extraction of pillars.
4. DGMS circulars in extraction of coal shall be followed. (Tech 03 of 1980)
5. Coal produced from seam on developed pillar and under fire shall be stacked separately and shall be dispatched as per sampled grade and not on declared grade. A committee headed by GM (QC) will decide the sampled grade of stock after sampling of coal.

Extraction of coal by surface miner:

1. It shall be ensured that the bands are cut separately and not mixed with the coal.
2. The coal rib left by the surface miner shall be properly crushed before dispatch.

Coal Stock:

1. While preparing the stock it shall be ensured that stone/ extraneous material shall be removed from the stockyard.
2. Height of the stock shall be maintained in such a way that the possibility of fire is eliminated. Arrangement for firefighting shall be ensured.
3. It shall be ensured that stocks are dispatched on first in first out (FIFO)basis.
4. Stone/extraneous material if any shall be segregated and kept at separate places.
5. Proper lighting and dust suppression measures shall be ensured
6. Crawler mounted machines should be avoided in the coal stock yard, as far as practicable
7. In case of composite grades, while dispatching, the coal produced from 2 or more seams shall be judiciously blended to remain within the grade at the stock itself.
8. All stones in the vicinity of the coal stockyard are to be removed on a weekly basis and proper record is to be maintained.
9. One sample is to be collected from coal produced during a shift and ash analysis is to be carried out in an instant ash analyzer.

Siding:

1. It shall be ensured that only sized coal with good quality shall be allowed to enter in siding.
2. Proper segregation of extraneous material/stone if any shall be ensured before loading into wagons.
3. Coal of different grades shall be stacked separately and properly marked.
4. Proper lighting in siding to facilitate proper loading in the night.

5. Dust suppression measures shall be ensured
6. Supervision during loading to reduce the issues of under loading and overloading.
7. Strict supervision is to be ensured while collection of samples by Third Party Agencies from wagons.
8. All sidings should have the provisions of 360-degree camera (like Pan-Tilt-Zoom (PTZ) camera or similar) for monitoring of the activities of the sidings.

Grade Declaration:

1. Mines where bands are inseparable/ not planned for separation during production, the grade declaration must include such bands in the sampling.
2. In case of slippage of 3 or more grades in respect of more than 50% of sample results analyzed by Third Party Agency for 3 consecutive months, the declared grade of these sidings/feeding mines should be reviewed
3. In case of improvement by 2 or more grades in more than 25% results analyzed by Third Party Agency for 3 consecutive months, the declared grade of these sidings/feeding mines be considered for upgradation.

Reporting of dispatch quantity, quality and billing (Responsibility-Area Finance Manager):

1. UTTAM (Unlocking Transparency by Third Party Assessment of Mined Coal) portal is to updated on a day to day basis.
2. Dedicated data entry operator to be engaged for entering data related to coal despatch, coal analysis report and billing.

General Recommendation:

General Manager/HOD of Marketing & Sales and Quality Control department of each subsidiary shall be placed under same Directorate for better co-ordination

COAL INDIA LIMITED
PRODUCTION DIVISION

Ref. No. CIL/C-D/Misc/20[illegible] Date. 30.04.2020

Sub: Report of the committee constituted vide office order no. CIL/C-D/PD-36(A) dated 23.04.2020 for preparing short term and medium term action plan to address the systematic issues for Quality Assurance is enclosed for kind perusal.

Encl: As above

P.K. Mukherjee
GM, CIL

A.P.Singh
GM (M&S)

Director (Prod.)
GM(PMD)- Chairman of the committee

CIL, HQ

In view of Chairman's comment, the committee recommend following:

1. Responsibility

   i. Area sales Manager, Area Quality Control officer and Siding Manager will have direct responsibility for maintenance of quality and dispatch as per Scheduled grade with tolerance as decided by management.

   ii. Other officials approached in case of lapse in Code of practice for maintenance of Quality of Coal have vicarious responsibility

   iii. Director In-charge for Quality Management should practically have responsibility for sales function also.

2. Suggestions for improvement in Sampling & Analysis

   For improvement in sampling and analysis, following may be considered:

   1) Presently, samples are being collected from 10% for wagons selected randomly in a rake for better representativeness sample is to be collected from 25% wagons as recommended in BIS

   2) Laboratory samples are to be prepared at -3.15 micron size only in one further pulverization of the sample is not required at the time of analysis in the laboratory

   3) Sampling by Augur is to be discarded, however due precaution for the sampling process.

   4) Online Analyzer may be installed in the big projects initially for supply at coal to pit head power plants

   5) Strict supervision of the sample collection process by the representative of coal companies is to be ensured as 80% of variation in analysis results occur due to improper collection of samples

   6) CCTV cameras are to be installed in all sample collection points.

   7) Double Unloading of the samples shall be discarded.

   8) The third party sampling agency should be different from the agency deployed by customer at unloading end. This may require discussion at appropriate level

Eastern Coalfields Limited
(A Subsidiary of Coal India Ltd)
Quality Control Department
Sanctoria, PO. Dishergarh
Dist. Burdwan 713333
CIN: U10101WB1975GOI030295
Phone/Fax : 0341 2520284
E-Mail: gmqcecl@gmail.com
Website: www.easterncoal.gov.in

Ref. No. ECL/HQ/QC/ 1135

Date: 04.10.2024

To,
The GM (Vigilance)
ECL.

Sub: -Circulars pertaining to Quality Control Department, ECL

Dear Sir,

In reference to letter ECL/VIG/22/GM/VAW/2024/1498 dated 27.09.2024, the circulars pertaining to Quality Control Department, ECL are as follows;

1) Annual Grade Declaration 2024-25 (Annexure-1)
2) Empanelment of Third-Party Sampling Agencies by PFC. (Annexure-2)
3) Empanelment of Third-Party Sampling Agencies by CIL. (Annexure-3)

This if for kind information please.

Yours faithfully

04/10/24

GM (QC)
ECL HQ

Copy to: 1) The Director Technical (Operations), ECL

ANNEXURE - I

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
EASTERN COALFIELDS LIMITED
(कोल इंडिया लिमिटेड की एक अनुषंगी)
(A Subsidiary of Coal India Ltd)
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

Ref. No.: ECL/HQ/QC/

Dated: 10.10.2023

To,
All Area General Managers,
ECL

Subject: Empanelment of Third-Party Sampling Agencies

Dear Sir,

In reference to email dated 12.10.2023, PFCL have informed CIL that PFC in aegis of Ministry of Power (MoP) has empanelled Third Party Sampling Agencies (TPSAs) through e-bidding for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for Power and Non-power sector (NRS).

The list of the empaneled 'Third Party Sampling Agencies (TPSAs) along with rate of sampling activity for collection, preparation and analysis of coal samples at loading end w.e.f 03.10.2023 is as follows;

Sl. No	Sampling Agency	Rate (Rs/ton)				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Inspectorate Griffith India Pvt Ltd	2.97	2.97	2.97	3.12	3.27
2	Quality Services and Solutions Pvt Ltd	2.97	2.97	2.97	3.12	3.27
3	Quality Austria Central Asia Pvt Ltd	2.97	2.97	2.97	3.12	3.27
4	Cotecna Inspection India Pvt Ltd	2.97	2.97	2.97	3.12	3.27
5	KCS Quality Inspection Pvt Ltd	2.97	2.97	2.97	3.12	3.27
6	Ravi Energie Pvt Ltd	4.48	4.48	4.48	4.7	4.94
7	Mitra S. K. Pvt Ltd	4.94	4.94	4.94	5.19	5.45
8	Superintendence Company of India Pvt Ltd	7.25	7.25	7.25	7.61	7.99
9	Therapeutics Chemical Research Corporation	9.6	9.6	9.6	10.08	10.58
10	Dr. Amin Controllers Pvt Ltd	19.58	19.58	19.58	20.56	21.59

The Tripartite Agreement consisting of terms and conditions has been enclosed herewith. As per the Tripartite Agreement, TPSA shall arrange a porta cabin with requisite facilities for sample preparation. It is the responsibility of ECL Areas to provide water, electricity and CCTV with back up storage facility for a period of thirty (30) days. Additionally, as per schedule 5 of Tripartite Agreement, for safe custody of referee samples, locker of Godrej make or equivalent make has to be provided by Coal Producer at loading end. Also, for more transparency in handling of referee samples, a separate room without any windows shall be provided by the Coal Producer for referee sample preservation, which will be under surveillance of CCTV round the clock by TPSA.

गुणवत्ता नियंत्रण विभाग, ईसीएल • QUALITY CONTROL DEPARTMENT, ECL
पंजीकृत कार्यालय / Regd. Office
सांकतोड़िया, पो०-डिसेरगढ़, जिला : पश्चिम बर्द्धमान (प०ब०), पिन – 713333 • Sanctoria. P.O. Dishergarh, Dist. Paschim Bardhaman (W.B.). PIN-713333
दूरभाष / Phone: 0341-2520284, फैक्स / Fax: 0341-2520284, ई-मेल:/E-mail: gmqcecl@gmail.com
सीआईएन / CIN: U10101WB1975G01030295, वेबसाइट / Website: www.easterncoal.nic.in

ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
EASTERN COALFIELDS LIMITED
(कोल इंडिया लिमिटेड की एक अनुषंगी)
(A Subsidiary of Coal India Ltd)
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

Auto Mechanical Sampler has to be provided by Coal Producer for silo loading, wherever available, within one (1) year of signing the Tripartite Agreement. Therefore, Sonepur Bazari & Rajmahal Area are hereby requested to maintain the Auto Mechanical Sampler in operation.

In view of the above and to avoid disruption of sampling activities post termination of CIMFR, all areas are hereby requested to go through the Tripartite Agreement and make necessary arrangements for initiating Third Party Sampling by empaneled Third Party agencies.

Yours faithfully

GM (QC)
ECL
13/10/23

Copy to: 1) The Director Technical (P&P), ECL
2) The Director Technical (OP), ECL
3) TS to CMD ECL
4) All Area Sales Managers

ANNEXURE - 3

कोल इंडिया लिमिटेड
विपणन एवं विक्रय विभाग
कोल भवन, परिसर सं.- 04 MAR,
प्लॉट सं.- AF-III, एक्शन एरिया -1A,
न्यूटाउन, रजरहाट, कोलकाता-700156
फोन 033-23244214, फैक्स 033-23244229
कॉर्पोरेट पहचान संख्या : L23109WB1973GOI028844
ईमेल : gmqc.cil@coalindia.in
वेब : www.coalindia.in

COAL INDIA LIMITED
MARKETING AND SALES DEPARTMENT
COAL BHAWAN, PREMISE NO- 04 MAR
PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, KOLKATA -700 156
Ph:033-23244214, Fax: 033-23244229
CIN: L23109WB1973GOI028844
E-MAIL: gmqc.cil@coalindia.in
WEBSITE : www.coalindia.in

CIL/C-4B/TPS/2024/51

Date: 20.05.2024

To,
GM (QC)/GM (QM),
ECL/BCCL/CCL/NCL/SECL/WCL/MCL

General Manager, NEC

Sub: Empanelment of Third-Party sampling agencies (TPSA) for Collection, Preparation and Analysis of coal samples at loading end with Appellate/Referee provision for Non-Power Sector

Dear Sir,

This is to inform that the RFP dated 25.09.2023 was floated by Coal India Limited (CIL) through GeM Portal for empanelment of Third-Party sampling agencies (TPSA) for Collection, Preparation and Analysis of coal samples of loading end of CIL Subsidiaries with Appellate/Referee provision for Non-Power Sector.

In this regard, it is to inform that under the aforesaid RFP, the L1 rate has been derived as **₹ 2.94/- per tonnes (including GST, and other taxes/levies, if any)** for carrying out the "Activities" specified in the RFP for Non-Power Sector. The L1 rate has been quoted by M/s Suntech and the same has been matched by M/s Superintendence Co. of India Pvt. Ltd. in addition to the existing empanelment Agencies of MoP/PFCL.

In pursuance of the above RFP, the following documents are being forwarded herewith for your information and further needful:

1. Acknowledged copy of the letter of empanelment of M/s Suntech and M/s Superintendence Co. of India Pvt. Ltd. as **Annex-1&2** respectively.
2. Copy of the RFP dated 25.09.2024 alongwith its corrigendum No. 1&2 of the said RFP as **Annex-3.**
3. Copy of the Model Tripartite Agreement as **Annex-4.**

In view of the above, all the Coal Companies are requested to peruse the terms and conditions of the RFP/Tripartite Agreement/ letter of empanelment and take necessary action accordingly.

Apart from the above, the Coal Companies are requested to notify the above for information of all concerned.

This is being sent for your information and necessary implementation with immediate effect.

Yours sincerely,

20/05/2024
General Manager (CP/QC)

Copy for kind information to:
1. Director (Marketing), CIL
2. Director (In-charge), QC Deptt., All Coal Companies
3. ED (M&L), CIL

Copy to:
General Manager/ HOD (M&S), All Coal Companies.

ईस्टर्नकोलफील्ड्सलिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया,पत्रालय -डिसेरगढ़,
जिला -पश्चिमबर्धमान, पश्चिमबंगाल – ७१३३३३
वेबसाइट -www.easterncoal.nic.in

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Website- www.easterncoal.nic.in

Ref No: ECL/Safety/ 3/277 Date: 12/04/2022

To,
Area General Managers, ECL

Sub: General guidelines for preventions of occurring/recurring of fire/spontaneous heating in mines and mining area of ECL and taking precautionary measures to eliminates the apprehended dangers from the fire/spontaneous heating.

Dear Sir,

Recently an incidence occurred in New Kenda Colliery of Kenda Area on the surface above the fire area. The relevant general guidelines is enclosed as per Annexure-A for your kind perusal and necessary action.

Any alteration/modification as applicable to mines under your Area may be suitably made based on site specific condition of your mine. Apart from the guidelines, all relevant statute shall also be complied.

Sd.
General Manager (Safety), ECL

Copy for kind information:

(1) Director (Technical), ECL
(2) ED (S & R), CIL
(3) TS to CMD, ECL

ANNEXURE-A

Sub: - General Guideline for prevention of occurring/recurring of fire/spontaneous heating in mines and mining area of ECL and taking precautionary measures to eliminates the apprehended dangers from the fire/spontaneous heating.

Recently an incidence has occurred regarding missing of person on the surface above fire area of New Kenda Colliery and till date the said person has not been traced out anywhere. Keeping in mind of this incidence, some guidelines are suggested for prevention of recurring of fire/spontaneous heating in mines and mining area of ECL and taking precautionary measures to eliminates the apprehended dangers from the fire/spontaneous heating: -

1. **As per reg. 134 (5), (6) & (7) of CMR 2017, the Agent and Manager of every mine shall –**
   - **(i) Make adequate and sufficient arrangements for early detection, control and extinguishing any fire.**
   - **(ii) Take measures and precautions appropriate to the nature of a mine operation to prevent, detect and combat the start and spread of mine fires.**
   - **(iii) Ensure that operations are stopped and workers are evacuated to a safe location, when there is serious danger due to fire threatening the safety and health of workers.**

2. **In addition to other precautionary and preventive measures taken as applicable under Mines Act, Coal mines Regulation, bye-Laws and other statute as applicable, the followings guideline shall also be implemented in the mines of ECL in this regard: -**
   - **(i) As per reg. 104(6), all the mines of ECL shall be periodically reviewed in respect of identification and assessment of risk of fire in consultation with the Safety committee of the mine.**
   - **(ii) Risk so assessed shall be communicated to local governing bodies and the persons concerned, who affected due to this risk of fire.**
   - **(iii) The risk apprehended due to fire or inhalation of noxious gas, explosion in UG area etc shall also be assessed and remedial measures shall be taken accordingly.**
   - **(iv) All risks and dangers associated with fiery area shall be discussed in PSC meeting and Area level Bipartite Meeting.**

(v) All affected persons shall be informed about the risk of pot holing, subsidence, strata disturbance etc due to fire hazard in U/G area of mine and on surface. Appropriate prior information to all concerned authorities shall also be given.

(vi) As per reg. 104(5)(d), prepared Principal Hazard Management Plans.

(vii) To prepared Triggered Action Response Plan (TARP) for implementation in the mines of ECL.

(viii) All statutory precautions and obligations mentioned under reg. 128 of CMR 2017 shall be strictly complied for all the mines of ECL regarding fencing off the area which has probable risk of out brake of fire, influx of gas etc. with adequate preventive measures against these apprehended dangers. Adequate fencing with cautionary board should be provided all along the periphery of affected area with risk of fire, gas, explosion etc to prevent any inadvertent entry of persons, animals etc in to those affected area.

(ix) Rescue & recovery work and related protective work to cease the fire & prevent the reoccurring of the same type of incidence shall be done under the SOP framed as per statute.

(x) Supervision as a precautionary measure against fires shall be done as per the following statute in addition to others: -

(a) Reg. 135(6) & (7) related to surface precautions against fire.
(b) Reg. 136(7) related to underground precautions against fire.
(c) Reg 137 (12), (13), (14) and (15) related to precautions against spontaneous heating.
(d) Reg. 142(3), (7) & (8) related to precautions when a fire exists.

Sd/-

General Manager (Safety), ECL

CMBE - 1964.
20/6/22

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अंग)
अध्यक्ष-सह-प्रबन्धक निदेशक का कार्यालय
सेक्टोरिया, पो दिशेरगढ़, जिला-बर्दवान
पश्चिम बंगाल-713333
महाप्रबन्धक (का ओ सं.) का कार्यालय
CIN-U10101WB1975GOI030295
टेलीफोन- 0341-2523586

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chairman-Cum-Managing Director,
Sanctoria, PO: Dishergarh,
Dist. Burdwan, West Bengal - 713333.
Office of the General Manager (P&IR),
CIN-U10101WB1975GOI030295.
Telefax- 0341-2523586.

Ref.No. ECL/CMD/C-6/Recruit./22/132 Date: 13.06.22

To,
1.Personnel In-Charge,
All Area/Workshops/Hospitals, ECL.
2. Ch. Manager (P/Estb.), Wage Board Estb,
ECL Hq.

Sub – Encadrement of Security Guard (T) from eligible departmental employees

Sir,

Competent approval has been accorded for encadrement of Security Guard (T) from eligible departmental employees of ECL.

An Internal Notification to be circulated at each Area level is enclosed herewith as Ann I for wide circulation at your level.

As per Implementation Instruction no. 13 dated 26.05.2014 of Cadre Scheme in respect of Security Guard for regularization of Security Guard Trainee from other Category is as follows:

SI	Designation & Grade	Minimum Qualification	Eligibility criteria	Height	Chest	Age
1	Security Guard in T&S Gr.-G	VII standard	(i) Any permanent employee, having aptitude and physically fit for Sec. Guard. (ii) Conforms to the norms laid down—trained for a period of 6 months and after successful training, will be placed in Gr. G	i) Gen/OBC 5'5" ii)SC/ST 5'3"	i)Gen/OBC 32"-34" ii)SC/ST 30"-32"	No Age bar for departmental candidates as per the Office Memorandum No. CIL/C-5B/JBCCI-X/304 dated 07.07.2017 of Coal India Limited, for encadrement as Security Guard (T).

In this context, the following methodology is to be followed-

1. Area Personnel Managers have to invite Applications from willing eligible departmental candidates for the post of Security Guard (T) in the proforma enclosed as **Ann II**.

2. The applications will be made to the respective Area GMs or HODs of the Establishments/ Workshops and in the case of Hq. to Chief Manager (P/Estb), Personnel Dept.,ECL, Sanctoria in the prescribed proforma .

3. Applications from Employees working in essential & statutory capacities like (i) Mining Sirdars,(ii) Overman, (iii) Electrical Supervisor,(iv) Asst. Foreman, (v) Foreman,(vi)Land & Revenue Inspector, (vii) Amins, (viii) Dy. Surveyor,(ix) Chemist,(x)Tech. Pathologist,(xi)Tech. Radiographer,(xii) Staff Nurses, and other Paramedical Staff, (xiii) Electrician, (E P Fitter/E P Electrician) (xiv) SDL/LHD Operator, (xv)HEMM Operator, (Dumper/Dozer/Shovel/Pay Loader Oprator/Dragline Operator/Drill Operator)(xvi) Q C Personnel, (xvii)Winding Engine Operator, (xvi) Haulage Operator, (xvii) Driller, (xviii) Dresser, (xix) Roof Bolter, (xx) Pump Operator, (xxi) Cableman, (xxii) SDL/HDL Helper, (xxiii) Blasting Crew, (xxiv) Drill/UDM Operator, (xxv) Switch Board Attendant, etc, will not be entertained.

Agreed
11. Ann I & II to all HODs
20/6/22

Sri Banerjee
Emails to all HOD's
21-6-22

4. The respective Area/ Establishment/ Workshops shall **retain** the applications and send consolidated Scrutiny Report duly signed by Area Personnel Manager in the proforma provided as **Ann-III**. A soft copy in 'EXCEL SHEET' of the list should be sent by e-mail at bhartiecl@gmail.com with the hard copy of Scrutiny Report. The sole responsibility of checking, verification and forwarding the correct details lies on the respective Areas/ Establishments/ Workshops/ Non-executive Cell (HQ) where service records are maintained.

5. Scrutiny will be done as per the Cadre Scheme and the recent CIL's OM, and the candidates found eligible will be called to undergo Physical Standard Test at Area Level to be organised by Area Personnel Managers of respective Area.

6. A Medical Board at each Area level, consisting of following Executives will be constituted for conducting Physical Standard Test of the applicants –

(i) Area Medical Officer.
(ii) Area Personnel Manager.
(iii) Area Finance Manager or his nominee.
(iv) Area Security Incharge.
(v) Area Nodal Officer SC/ST

The Area Medical Board will assess the Height and Chest of the applicants as per the guidelines of Cadre Scheme.

7. The respective Area/ Establishment/ Workshops, after completion of Physical Standard Test, shall send the Physical Standard Test Report of the employees appeared, (duly signed and certified consolidated sheet by the Area Medical Board), in the proforma provided as **Ann- IV** to GM (P & IR). A soft copy in 'EXCEL SHEET' of the list should be sent by e-mail bhartiecl@gmail.com along with the hard copy of Physical Standard Test Report.

8. Area will be required to submit three years Confidential Report along with Departmental Clearance and Vigilance Clearance of the applicants along with Physical Standard Test Report.

9. The whole process will be time bound and the cut off dates strictly to be adhered are as follows-

SL.	DETAILS	DATE
1.	LAST DATE FOR SUBMISSION OF APPLICATION TO AREA/ ESTBLISHMENT /WORKSHOP / ESTABLISHMENT & HQ.	23.06.2022 (Thursday)
2.	LAST DATE OF SUBMISSION OF SCRUITINY REPORT OF APPLICATIONS RECEIVED BY e- MAIL TO bhartiecl@gmail.com AND HARD COPY TO THE GENERAL MANAGER (P&IR), PERSONNEL DEPTT. ECL (HQ), SANCTORIA.	30.06.2022 (Thursday)
3.	CONDUCTING PHYSICAL STANDARD TEST OF ELIGIBLE CANDIDATES BY AREA MEDICAL BOARD AT EACH AREA LEVEL **WITHIN**	05.07.2022 (Tuesday)
4.	LAST DATE FOR SUBMISSION OF PHYSICAL STANDARD TEST REPORT OF EMPLOYEES APPEARED BY e- MAIL TO bhartiecl@gmail.com AND HARD COPY TO THE GENERAL MANAGER (P&IR), PERSONNEL DEPTT. ECL (HQ), SANCTORIA.	12.07.2022(Tuesday)

This is for your information and necessary action.

13/06/2022

General Manager (P&IR)
ECL Hq

आज़ादी का अमृत महोत्सव

ECL

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the General Manager (Security),
Sanctoria, P.O.Dishergarh,
Dt.Burdwan(W.B), Pin-713 333
Ph: No. 0341-2521020 Fax No. 0341-2523574
CIN-U10101WB1975GOI030295
Website – www.easterncoal.gov.in

Ref. No: ECL/SEC/GM/22/ 341

Date:29 .06.2022

Training needs Analysis/ Assessment (TNA) for Security Department, ECL.

The reference is drawn towards the following the reference no. Dir (P & IR), CIL Letter Ref. No. **CIL: D (P & IR): Sectt: 005:6:142 dtd: 26.11.2021**.

As per the Director (P & IR) letter at Para 1 (i) ibid, the detailed action plan with regards to Strengthening the Security Architecture of Subsidiaries for training needs Analysis/ Assessment (TNA) for Security Department, ECL.

CATEGORY-I
[ESSENTIAL]

1. History and layout of Organization.
2. Information about all Department and their role and responsibility.
3. Importance of Industrial Security and Safety & Security of sensitive post like Magazines, Kote etc.
4. Access management of visitor, vehicle, issue of passes, working of boom barrier & Weigh Bridges.
5. Role and responsibilities of security personnel in various situation.
6. Security of Store, Workshop, Scrap Yard, Fuel Station, Office, Township, Company Hospital & Schools.
7. Function of Weigh Bridges, Boom barrier, VTS & CCTV.
8. Protection of Company land, property PPE Act-1971.
9. Collection of preventive intelligence and reporting.
10. IPC/CRPC procedure of lodging of FIR, writing Incident Report/ Complaint/FIR.
11. National Flag protocol, hosting, unfurling and related procedure, guard of honour, parade on Republic day and Independence Day.
12. Basic information of firefighting, type of fires and maintenance, uses of different type of fire extinguisher, firefighting drill.
13. Security arrangement of VIP Piloting and Escorting & security arrangement at event place.
14. Crowd control procedure and uses of related equipment, handling of emergency situations like Dharna, Strike, and Gate Gherao.
15. Introduction trainees to unarmed combat technic for self-defense.
16. Rights and responsibilities at duty place.
17. Uses of Weapon used in Security department.
18. Liason with Police, CISF & other department.
19. Basic information about first Aid.
20. Role of responsibility of security personnel in event of mines accident.
21. Information of documents maintained in security department, security gadgets and equipment.
22. Improve physical health and strength through PT and Drill.

Contd. Page-2

CATEGORY-II
[GOOD TO HAVE]

1. Identify/read/interpret identification and authorization documents issued to Employee, visitor, vehicle and material.
2. Training of evacuation of causalities during fire accident and other emergencies.
3. Understanding of risk, hazards and reporting to Controlling authority.
4. Taking briefing and introduction assuming charge of area of responsibility and carrying out guarding operation.
5. Know type of visitors, vehicle and material entering or existing premises.
6. Traffic and parking arrangement during events.
7. Information about Labour unions and leader.
8. Security cadre scheme, promotion policy.
9. Dress regulation and personal turn out.
10. Departmental, Police & CISF rank structure.

CATEGORY-III
[SOFT SKILLS]

1. Keeping important nos. of emergency service department.
2. Effective communication assertively.
3. Understand, identify and deal with Medical emergencies occurring at work place.
4. Comply with organization's standard of personal behavior.
5. Wear organization's Uniform correctly and smartly.
6. Carry and use personal protection gear and equipment.
7. Observe confidentially as per organization procedure.
8. Observe discipline and punctuality.
9. Follow do's and Don'ts related to security department.

In this regard A Committee also constituted to conduct **TNA** as per the above refer letter.

29/06/2022

General Manager (Security)
ECL

ECL

1089 30/08/2

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया का एक अनुषंगी)
(A subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

Administration Department
प्रशासन विभाग,

Ref. No.: ECL/C-5(D)/Admn/Penal Rent/995

Dated: 14.08.2024

CIRCULAR

The retention of Company's quarter after expiry of the permissible period and grace period of 01 month shall be treated as unauthorised retention/occupation of quarter and he/she would be liable for payment of **penal rent, electricity charge and service charge,** as under in Table-I **effective from 01.08.2024.**

Permissible period for occupation of quarter in different cases is given in **Table-II.**

Table I: Penal rent recommended for approval for unauthorized retention of Company's Quarter beyond permissible period and grace period.

Type of Quarter	Penal rent per month	Electricity Charges per month as % of last drawn basic	Service Charge per month
D Type	Rs. 16,000.00	2%	Rs. 2,700.00
C Type	Rs. 11,000.00	2%	Rs. 2,000.00
B Type	Rs. 8,000.00	2%	Rs. 1,400.00
A type	Rs. 5,500.00	2%	Rs. 700.00
Others like NHS etc.	Rs. 4,000.00	2%	Rs. 700.00

Table-II: Permissible Limit of Retention under different cases

SL. No.	Causes of Retention	Maximum permissible period of retention of residence
1	Resignation, Dismissal, Removal from service or Termination of Service	One month
2	Retirement due to superannuation	Three months
3	Death of an employee while in service	Four months
4	Transfer to a place outside the station of allotment of residence	Six months
5	Temporary Transfer	Four Months
6	On proceeding on deputation in India	Three months
7	On proceeding on deputation outside India	Four Months

The above penal rent, electricity charge and service charge exhibited in Table-I has been approved by Empowered Committee of Functional Directors, ECL.
This is issued with the approval of the competent authority.

The above is to be strictly complied with.

Distribution: At back page

HOD(Administration)
Eastern Coalfields Limited

Distribution:

TS to CMD/D(T)OP/D(T)PP/D(P)/D(F)
All Area GMs including Vigilance/MRS/workshops
All Area PMs including Vigilance/MRS/workshop/CH Kalla & Sanctoria hospitals
All GMs/HODs, ECL-HQ
CMS(I/C) Kalla /CMS-I/C Sanctoria Hospital
Concerned Finance Officer-Establishment
Notice Board- ECL HQ

14/08/23

HOD(Administration)
Eastern Coalfields Limited

ईस्टर्न कोलफील्ड्स लिमिटेड
EASTERN COALFIELDS LIMITED
(कोल इंडिया का एक अंग)
(A Subsidiary of Coal India Limited)
निदेशक(तकनीकी) योजना एवं परियोजना का कार्यालय
Director(Technical)P & P's Secretariat
सालानपिरा, पो॰-दिशेरगढ़, जिला- पश्चिम बर्धमान, पश्चिम बंगाल – 713333
At. Sanctoria, PO: Dishergarh, Dist. Paschim Bardhman, West Bengal - 713333
(An ISO 9001, ISO 14001 & OHSAS 18001 Certified Company)
CIN-U10101WB1975GOI030295
Telephone No. 0341-2523593/ Fax No. 0341-2523579
E-mail- dipp.ecl.cil@coalindia.in

File No. : ECL/D(T)P&P/3.18/90 Date: 05-03-2021

ORDER

SUB: Systemic Improvement in the system of measurement and billing of the Removal and extraction of Coal & OB by contractors in Hired OC patches

Vigilance Department of ECL, upon completion of inquiry, proposed systemic improvement, beneficial for making the existing system of measurement & reporting of Coal & OBR from the OC Mines fool-proof, so that any type of over-reporting (Coal & OB) and subsequent excess billing could be averted. Apart from that, some of the highly relevant conditions, as prescribed in various Para of Revised Yellow Book – 2020, and NIT, are also emphasized. The Competent Authority approved the following for implementation, wherever applicable:

1. In case of Overburden transportation, the Dumper Factor in Cum (in-situ) for different carrying capacity, is required to be determined once in a year, with approval of Area General Manager, as per the conditions as laid down in Para 3 (e) of the Revised Yellow Book – 2020, by an Area Level Committee, constituted according to Para 10 (e) (i) of the Revised Yellow Book – 2020. Dumper Factor shall be determined in accordance with the Methodology, as laid down in Para 10 (e) (vi) of Revised Yellow Book – 2020.
2. Dumper Factor should be reconciled every month, with the actual OB removal (determined by monthly survey measurement) dividing by the numbers of trips of the dumper. Actual Dumper Factor thus calculated during operation, shall then be compared.
3. The procedure for Measurement of OB Removal, as laid down in Para 4 of Revised Yellow Book – 2020, shall be required to be followed. Also, the measurement of OBR in all Hired HEMM patches shall require to be conducted by CMPDI, only **on half-yearly basis**, according to the provision prescribed in Para 4 (f) of the Revised Yellow Book – 2020, to reduce the risk of over-reporting and subsequent excess payment of bills.

4. In exigency, when CMPDI will be unable to conduct measurements, ECL may engage any other agency or team, with approval of CMD, according to Para 4 (g) of the Revised Yellow Book 2020.
5. Stone bands, if present within a coal seam, shall be separated, segregated or discounted, as the case may be, from the coal produced, according to the provisions as laid down in Para 5 (B) of the Revised Yellow Book 2020. All such separated/ discounted/ segregated bands of stone are required to be reported as Overburden.
6. Initial and subsequent Surveying and Leveling measurement to be done as per the method prescribed in Para 7 of the Revised Yellow Book – 2020.
7. In case of Opencast mines working on seams which are "Standing on Pillars", voids to be determined by an Area Level Committee, as prescribed in Para 7 (f) of the Revised Yellow Book – 2020.
8. The Measurement Records shall be maintained as per the provisions as laid down in Para 8 of the Revised Yellow Book – 2020.
9. In case of variation in OB measurement, reconciliation between Reported and Measured quantity of OB Removal shall be carried out on quarterly basis according to Para 19 (b) of Revised Yellow Book – 2020.
10. The procedure of Measurement and payment as prescribed in Para 9 under General Terms & Conditions (GTC) of the NIT, shall be strictly followed.
11. Every Measurement shall be taken jointly by the Management and by the Contractor, and shall be signed and dated jointly.
12. All such Joint Survey Measurement shall strictly follow the conditions as laid down in Para 21 of the GTC of the NIT.

This order is issued as per Competent Directive.

TS to Director (T) P&P

DISTRIBUTION:

1. GM (T&MS)/ TS to CMD, ECL/ TS to Director (T) OP, ECL
2. RD, RI-I, CMPDI, Asansol
3. General Manager (Vigilance), ECL
4. GM (CMC)/ GM (Production & CSM)/ GM (P&P), ECL
5. All Area General Manager/s, ECL
6. Dy. GM/ HOD, Administration, ECL
7. HOD (Survey), ECL
8. Guard File

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग(
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय-डिसेरगढ़,
जिला-पश्चिम बर्धमान, पश्चिम बंगाल713333-
औद्योगिक अभियंत्रण विभाग

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Industrial Engineering Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref: ECL/IE/SOP /2023/01

Date: 02-01-2023

To

The General Manager

All Areas of ECL.

Sub: Amendment in existing guidelines/SOP for lead distance measurement of hired opencast patches in ECL.

Dear Sir,

The competent authority has approved the following amendments in *existing "Guidelines/SOP for Lead distance measurement in respect of Hired Opencast patches in ECL"* circulated by GM(IE) vide ref. no. ECL/IE/SOP/2022/99 dated 12.07.2022. The following are the modified provisions / amendments:

Clause No.	Existing provision	Modified provision
1	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement.	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) to HOD(Survey). HOD(Survey) shall scrutinize the proposal and send it to GM(P&P) through GM(IE). GM(P&P) will study the proposal and take administrative approval of concerned Director (Tech.) in charge of the Area for carrying out the lead measurement.
2	An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice.	This clause stands deleted.

Clause No.	Existing provision	Modified provision
3	Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases: i) Any deviation of running Hiring of HEMM /OC Contracts. ii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.	Area Authority will have to obtain administrative approval for lead distance measurement (following the procedure as stated in Clause 1 above) from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in the following cases: i) Before preparation of estimate if there is deviation from approved PR . ii) Any deviation of running Hiring of HEMM /OC Contracts. iii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts. In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.
12(a)	In case of **Initial measurement before preparation of PR and in case of deviation of PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of GM(IE), GM(P&P) and HOD (Survey) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.	In case of **deviation of approved PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of HOD (Survey), GM(IE) & GM(P&P) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.

General Manager(IE) 02/01/23

Copy to:

1. GM(Co-ordn.)/TS to CMD
2. TS to D(T)P&P, TS to D(T)OP & TS to D(F)
3. GM(P&P), GM(CMC) & HOD(Survey)
4. All Executives of IE Dept.

ईस्टर्न कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड का एक अंग)

Eastern Coalfields Limited

(A Subsidiary of Coal India Limited)

NOTING SHEET

Department: Industrial Engineering Department, ECL HQ

Ref: ECL/IE/NS/Route measurement/616/2022/ 173 Date: 29.11.2022

Sub: Amendment in existing guidelines/SOP for lead distance measurement of hired opencast patches in ECL

The approved guidelines/SOP for lead distance measurement in respect of hired opencast patches was circulated by GM(IE) vide ref. no. ECL/IE/SOP/2022/99 dated 12.07.2022. However, it was observed before preparation of PR by CMPDI distance measurement is not being done by the Committee. As such, the following may be modified.:

Clause no.	Existing provision	Modified provision
12(a)	In case of **Initial measurement before preparation of PR and in case of deviation of PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of GM(IE), GM(P&P) and HOD (Survey) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.	In case of **deviation of approved PR,** concerned Area will obtain approval for lead distance measurement report and same will be routed and vetted by the office of HOD (Survey), GM(IE) & GM(P&P) before it is put up for approval of Director(T) in charge of the concerned Area. After approval (complete measurement file) will be communicated to GM(IE) & HOD(Survey) and the original file will be kept in custody of concerned Area.

Clause no. 2 of approved SOP states as under:

"An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice."

Since most of the lead measurement proposals are routed by Area through E-office, as such this point may be deleted.

29/11/22

N/2

To make the clarity in administrative approval of any lead measurement following provisions need to be amended.

Clause No.	Existing provision	Modified provision
1	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement	All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) to HOD(Survey). HOD(Survey) shall scrutinize the proposal and send it to GM(P&P) through GM(IE). GM(P&P) will study the proposal and take administrative approval of concerned Director (Tech.) in charge of the Area for carrying out the lead measurement.
3	Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases: i) Any deviation of running Hiring of HEMM /OC Contracts. ii) Any change in transportation route of Hard OB/Soft OB / LooseDumped OB (OB Re-handling) / Coal of awarded contracts In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.	Area Authority will have to obtain administrative approval for lead distance measurement (following the procedure as stated in Clause 1 above) from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in the following cases: i) Before preparation of estimate if there is deviation from approved PR . i) Any deviation of running Hiring of HEMM /OC Contracts. iii) Any change in transportation route of Hard OB/Soft OB / LooseDumped OB (OB Re-handling) / Coal of awarded contracts. In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.

Submitted to D(T)P&P for kind perusal and approval.

for kind approval

GM(IE) 29/11/22

HOD(Survey) 29/11/22

DT (P&P) / ECL

Guidelines / SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast patches in ECL

1. All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement.
2. An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice.
3. Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases:
   - (i) Any deviation of running Hiring of HEMM /OC Contracts.
   - (ii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts

   In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.
4. Distance measurement of pliable / motorable routes for transportation of Coal & OB shall be done by the standing committee constituted with the approval of D(T)P&P, ECL.

   The members of the Standing Committee are as under:
   - a) Representative of GM(IE), ECL HQ
   - b) Representative of HOD(Survey), ECL HQ
   - c) AM(PC&D) of the concerned Area
   - d) Area Survey Officer of the concerned Area
   - e) Agent of the concerned Colliery
   - f) Area Finance Manager or his representative of the concerned Area

5. Distance Slab measurement in the transportation slab of Coal / OB shall be guided by the following:

   i) In case of measurement by calibrated vehicle, lead distance will be average of both onward and return journey. Lead distance, in all cases, means one-way least distance (Shortest, pliable & allowed by Authority) of transport route.

   ii) Lead distance for the purpose of payment will be based on lead slab only i.e. if distance within and up to 1 Km, it should be in distance slab of (0 - 1) Km, similarly, distance of more than 1 Km and up to 2 Km, should be in slab of (1 -2) Km and so on.

   iii) However, if the actual measured distance in a particular slab falls within +100 meters from upper limit of that slab then it should be measured three times by the Standing Committee and lowest of these 3 measurements would be taken as actual distance.

iv) However, in case any dispute arises between the Committee members, the same shall be brought to notice of the concerned Director (Tech.) by Area GM concerned and the Director (Tech.) may constitute a committee consisting of GM(IE), GM(P&P), GM(Finance) & HOD(Survey) to verify the distance. The report of this committee shall be binding to all concerned.

6. For measurement of the pliable distance duly calibrated departmental vehicle / hired vehicle has to be used.

7. The committee will take up the work of calibration of departmental vehicle /hired vehicle being used for distance measurement in every measurement on National / State Highway between fixed milestones. Difference of odometer reading between two milestones of at least 10 Km distance from one another has to be compared for determination of Correction Factor (CF) to be applied for finding of actual distance.

8. For measurement of the transportation routes having partly pliable (motorable) and partly non-pliable (non-motorable) portion, distance measurement will be done as follows:

a) For the pliable (motorable) portion to measure by the calibrated vehicle.

b) For non-pliable (non-motorable) portion, theoretical distance based on plan, survey method and mine data are to be assessed at Colliery/Area level. Area authority shall submit non-pliable distance to HOD (Survey), ECL, HQ for vetting.

c) Area Authority shall submit a combined report including both pliable and vetted non-pliable distance (i.e. Total Lead = Pliable distance + Non-pliable distance between two points) for approval as per point no 12.

9. **Fixed Lead**

a) Entry point of the proposed patch should be marked on the plan with Mine Coordinates and RL.

b) Proposed fixed lead Gradient should not be flatter than 1 in 16 (from the entry point of the OC patch to face) and will be shortest pliable route.

c) Pliable route will be measured by using calibrated vehicle only. If fixed lead (from the entry point of the OC patch to face) is proposed from the plan, then RL of the proposed route in 30 mtr interval should be shown and it should not be flatter than 1 in 16.

d) After starting the contract, lead should be verified by the Area committee.

10. **In pit Lead**

a) Fresh profile survey of existing benches / ground is required. At least three masonry pillars shall be constructed as bench mark survey station nearby the proposed site as stated in New revised Yellow Book {7(a)}.

b) Before preparation of estimate lead wise quantity required to be vetted. For this purpose following should be followed.

i. Section interval should not be more than 15 mtrs. for better estimation.

ii. Sections should be sliced vertically 10 mtr or as deemed fit for calculation of slice wise quantity for deriving different leads.

c) **Any change in lead distance** as stated in point no. 8, fresh measurement to be taken up by the Standing Committee after due approval as stated in point no. 3 of this SOP. However, in case of increase in lead slabs compared to the existing one/ last approved one, approval of concerned Director (Tech.) shall be taken.

d) **For all other cases and before release of payment,** measurement of pliable transportation route is to be conducted as per office order issued by D(T)OP vide ECL/DT/OP/2925 dated 03.11.2021 by Area committee constituted by Concerned Area GM as per method mentioned above and noted in the measurement book for the above purpose.

13. Any modification or addition / deletion in SOP if considered necessary for lead distance measurement may be adopted with competent approval.

ANNEXURE - A

CHECKLIST FOR DISTANCE MEASUREMENT PROPOSALS

1. In the Proposal note sheet following details to be mentioned:

S. No	Loading/Starting location (Point 'A' as marked on the Plan with Coordinate)	Unloading/Ending location (Point 'Z' as marked on the Plan with Coordinate)	Route through which transporting is to be done indicating important landmarks. (In case the route is through Mines, Notations along the route, as marked in plan, is to be mentioned with Coordinate)
1			
2			

2. Each of the proposed routes is to be shown properly in the grid plan with nomenclature (i.e A,B,C……) along with Co-ordinates for the points of change of direction.
3. The purpose of lead measurement required to be furnished.
4. The Plan should have recent unique Reference / Plan No and signature of unit & Area Official with date.
5. State whether dump site (coal & OB) is as per PR or not. If dumping site / sites is / are not as per PR then approval of dumping site to be taken from the competent Authority/ Director (Tech.).
6. Specification of Seams along with co-ordinates for Coal Faces and OB Faces.
7. Signature of following persons both in the proposal note sheet and the plan:
    i. Area General Manager
    ii. Agent/Project Officer, OCP/Colliery
    iii. Manager, OCP/Colliery
    iv. Colliery Survey Officer or Colliery Surveyor, OCP/Colliery
    v. AM(PC&D)/SO(Mining)
    vi. Area Survey Officer
8. If there is any deviation in the proposal which may affect the terms and condition of awarded contract, the copy of approval of concern D (T) is required to be enclosed.
9. If OB Dump size is very large then proper gridding should be made for ensuring exact unloading points.
10. Details whether the route is completely pliable or otherwise is to be mentioned in the note sheet with marking of the same separately for pliable and non-pliable portions in the plan.
11. Certify that the routes proposed are the shortest pliable route.
12. Location of Check Post, Weighbridge, Crusher etc. is required to be mentioned in the proposed route and properly shown on the plan along with the co-ordinates.
13. OB Dump Feasibility Report is required to be furnish from the Area before the Lead Measurement by the Committee.
14. In the foreclosure proposal, copy of approved latest lead distance measurement is required to be enclosed.
15. Demarcation of Coal Dump and OB Dump with starting point, mid-point and end point of the Dump is to be mentioned and marked on the enclosed plan along with coordinates
16. Clarify for creation of new Coal Heap & OB dump.

ईस्टर्न कोलफील्ड्स लिमिटेड
(कोल इंडिया का एक अभिन्न अंग)
अध्यक्ष-सह-प्रबंध निदेशक का कार्यालय
सांकतोड़िया, पत्रालय -डिसेरगढ़,
जिला -पश्चिम बर्धमान, पश्चिम बंगाल713333-
औद्योगिक अभियंत्रण विभाग

EASTERN COALFIELDS LIMITED
(A subsidiary of Coal India Limited)
Office of the Chairman-cum-Managing Director
Sanctoria, P.O.: Dishergarh,
Dist.-Paschim Bardhman, West Bengal-713333
Industrial Engineering Department
CIN-U10101WB1975GOI030295
Website- www.easterncoal.nic.in

Ref: ECL/IE/SOP/2022/99 Date: 12-07-2022

To
The General Manager
All Areas of E.C.L.

Sub: Guidelines /SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast Patches in ECL.

Dear Sir,

Please find enclosed herewith "Guidelines /SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast Patches in ECL" for implementation.

This issues approval of Competent Authority.

Yours faithfully

General Manager (IE)
ECL HQ

Encl: as stated.

Copy to:
1. GM(co-ordn.)/TS to CMD
2. TS to D(T)P&P, TS to D(T)OP & TS to D(F)
3. GM(P&P), GM(CMC) & HOD(Survey)
4. All Executives of IE Deptt.

Guidelines / SOP (Standard Operating Procedure) for Lead Distance Measurement of Hired Opencast patches in ECL

1. All lead measurement proposals by Area / Units shall be made in the specified formats enclosed (Format A) and shall be routed and vetted by the office of the General Manager (P&P), ECL HQ wherein the purpose of such proposal has to be clearly mentioned in addition to other details. Any other information or details sought by ECL HQ shall be made available by the proposer of lead distance measurement.
2. An online portal has been created by IE Department wherein relevant details of the route measurement are to be uploaded / provided by Area before commencement of the study as per prevailing practice.
3. Area Authority will have to obtain administrative approval for lead distance measurement from the Director (Tech.) in charge of the Area before sending the lead distance measurement proposal in following cases:
   (i) Any deviation of running Hiring of HEMM /OC Contracts.
   (ii) Any change in transportation route of Hard OB/Soft OB / Loose Dumped OB (OB Re-handling) / Coal of awarded contracts

   In such cases, the committee as stated in point no.4 of this SOP shall take up the lead distance measurement only after approval as mentioned above.
4. Distance measurement of pliable / motorable routes for transportation of Coal & OB shall be done by the standing committee constituted with the approval of D(T)P&P, ECL.

   The members of the Standing Committee are as under:
   a) Representative of GM(IE), ECL HQ
   b) Representative of HOD(Survey), ECL HQ
   c) AM(PC&D) of the concerned Area
   d) Area Survey Officer of the concerned Area
   e) Agent of the concerned Colliery
   f) Area Finance Manager or his representative of the concerned Area

5. Distance Slab measurement in the transportation slab of Coal / OB shall be guided by the following:

   i) In case of measurement by calibrated vehicle, lead distance will be average of both onward and return journey. Lead distance, in all cases, means one-way least distance (Shortest, pliable & allowed by Authority) of transport route.
   ii) Lead distance for the purpose of payment will be based on lead slab only i.e. if distance within and up to 1 Km, it should be in distance slab of (0 - 1) Km, similarly, distance of more than 1 Km and up to 2 Km, should be in slab of (1 -2) Km and so on.
   iii) However, if the actual measured distance in a particular slab falls within +100 meters from upper limit of that slab then it should be measured three times by the Standing Committee and lowest of these 3 measurements would be taken as actual distance.

iv) However, in case any dispute arises between the Committee members, the same shall be brought to notice of the concerned Director (Tech.) by Area GM concerned and the Director (Tech.) may constitute a committee consisting of GM(IE), GM(P&P), GM(Finance) & HOD(Survey) to verify the distance. The report of this committee shall be binding to all concerned.

6. For measurement of the pliable distance duly calibrated departmental vehicle / hired vehicle has to be used.

7. The committee will take up the work of calibration of departmental vehicle /hired vehicle being used for distance measurement in every measurement on National / State Highway between fixed milestones. Difference of odometer reading between two milestones of at least 10 Km distance from one another has to be compared for determination of Correction Factor (CF) to be applied for finding of actual distance.

8. For measurement of the transportation routes having partly pliable (motorable) and partly non-pliable (non-motorable) portion, distance measurement will be done as follows:

a) For the pliable (motorable) portion to measure by the calibrated vehicle.

b) For non-pliable (non-motorable) portion, theoretical distance based on plan, survey method and mine data are to be assessed at Colliery/Area level. Area authority shall submit non-pliable distance to HOD (Survey), ECL, HQ for vetting.

c) Area Authority shall submit a combined report including both pliable and vetted non-pliable distance (i.e. Total Lead = Pliable distance + Non-pliable distance between two points) for approval as per point no 12.

9. **Fixed Lead**

a) Entry point of the proposed patch should be marked on the plan with Mine Coordinates and RL.

b) Proposed fixed lead Gradient should not be flatter than 1 in 16 (from the entry point of the OC patch to face) and will be shortest pliable route.

c) Pliable route will be measured by using calibrated vehicle only. If fixed lead (from the entry point of the OC patch to face) is proposed from the plan, then RL of the proposed route in 30 mtr interval should be shown and it should not be flatter than 1 in 16.

d) After starting the contract, lead should be verified by the Area committee.

10. **In pit Lead**

a) Fresh profile survey of existing benches / ground is required. At least three masonry pillars shall be constructed as bench mark survey station nearby the proposed site as stated in New revised Yellow Book {7(a)}.

b) Before preparation of estimate lead wise quantity required to be vetted. For this purpose following should be followed.

i. Section interval should not be more than 15 mtrs. for better estimation.

ii. Sections should be sliced vertically 10 mtr or as deemed fit for calculation of slice wise quantity for deriving different leads.

iii. Plan & Section should be provided in both softcopy and hard copy.
iv. Slab wise Area & volume of coal & OB for checking purposes in Xlsx (MS Excel) format.
v. Length & width of the proposed patch should be clearly marked having coordinates of each vertex
vi. Pliable length and lift whichever are greater will be considered for each slab within proposed area.
vii. Available boreholes within the proposed area should be marked with Name & Number
viii. Borehole lithology should be drawn and considered for estimation of coal volume. Specific Gravity of coal within the proposed patch should be determined for estimation of coal in tonnage as stated in New revised Yellow Book {12/c)}
ix. If underground developed workings exist within the proposed area then estimation of coal should be determined as stated in New revised Yellow Book {7(f)}.

11 Dump Lead

a) Selection of dump site is very important. Avoid dumping in coal bearing area. Dumping should be proposed as per PR.
b) In case the above point (11a) cannot be followed then approval from competent authority / Director (Technical) has to be taken.
c) Proposed dumping area should be marked on the plan with top RLs. Expected of dump site after dumping should be written.
d) If dumping is being proposed in lower level of entry point level of the dump site, then midpoint of the proposed dump site will be considered as dump lead up to entry point level.
e) If dumping is being proposed in higher level of entry point level of the dump site, then lift and average pliable length will be considered.
f) In case of backfilled dumping, it is to ensure that final floor RL has been taken by the CMPDI or third party.

Note: - If survey pillars are destroyed during the contract period, new survey pillar will be established with information and consultation with subsidiary HQ and concerned authority (7(a) of New revised Yellow Book-2020).

12. In case of,
    a) **Initial measurement before preparation of Project Report (PR) and in case of deviation in approved PR**, concerned Area will obtain approval for lead distance measurement report and the same will be routed and vetted by the office of GM(IE), GM(P&P) and HOD(Survey) before it is put up for approval of Director (Tech.) in charge of concerned Area. After approval, photocopy of the approval (complete measurement file) will be communicated to concerned GM(IE) & HOD (Survey) and the original file / proposal will be kept in the custody of concerned Area.
    b) **Before release of first payment for Awarded Patch**, measurement is to be conducted by standing committee mentioned in Point no.4 and submit the report to concerned Area GM for Approval and will be kept under the custody of Concerned Area. A copy of the final noting sheet including approved plan is to be sent to IE and Survey Departments, ECL HQ.

c) **Any change in lead distance** as stated in point no. 8, fresh measurement to be taken up by the Standing Committee after due approval as stated in point no. 3 of this SOP. However, in case of increase in lead slabs compared to the existing one/ last approved one, approval of concerned Director (Tech.) shall be taken.

d) **For all other cases and before release of payment,** measurement of pliable transportation route is to be conducted as per office order issued by D(T)OP vide ECL/DT/OP/2925 dated 03.11.2021 by Area committee constituted by Concerned Area GM as per method mentioned above and noted in the measurement book for the above purpose.

13. Any modification or addition / deletion in SOP if considered necessary for lead distance measurement may be adopted with competent approval.

ANNEXURE - A

CHECKLIST FOR DISTANCE MEASUREMENT PROPOSALS

1. In the Proposal note sheet following details to be mentioned:

S. No	Loading/Starting location (Point 'A' as marked on the Plan with Coordinate)	Unloading/Ending location (Point 'Z' as marked on the Plan with Coordinate)	Route through which transporting is to be done indicating important landmarks. (In case the route is through Mines, Notations along the route, as marked in plan, is to be mentioned with Coordinate)
1			
2			

2. Each of the proposed routes is to be shown properly in the grid plan with nomenclature (i.e A,B,C……) along with Co-ordinates for the points of change of direction.
3. The purpose of lead measurement required to be furnished.
4. The Plan should have recent unique Reference / Plan No and signature of unit & Area Official with date.
5. State whether dump site (coal & OB) is as per PR or not. If dumping site / sites is / are not as per PR then approval of dumping site to be taken from the competent Authority/ Director (Tech.).
6. Specification of Seams along with co-ordinates for Coal Faces and OB Faces.
7. Signature of following persons both in the proposal note sheet and the plan:
    i. Area General Manager
    ii. Agent/Project Officer, OCP/Colliery
    iii. Manager, OCP/Colliery
    iv. Colliery Survey Officer or Colliery Surveyor, OCP/Colliery
    v. AM(PC&D)/SO(Mining)
    vi. Area Survey Officer
8. If there is any deviation in the proposal which may affect the terms and condition of awarded contract, the copy of approval of concern D (T) is required to be enclosed.
9. If OB Dump size is very large then proper gridding should be made for ensuring exact unloading points.
10. Details whether the route is completely pliable or otherwise is to be mentioned in the note sheet with marking of the same separately for pliable and non-pliable portions in the plan.
11. Certify that the routes proposed are the shortest pliable route.
12. Location of Check Post, Weighbridge, Crusher etc. is required to be mentioned in the proposed route and properly shown on the plan along with the co-ordinates.
13. OB Dump Feasibility Report is required to be furnish from the Area before the Lead Measurement by the Committee.
14. In the foreclosure proposal, copy of approved latest lead distance measurement is required to be enclosed.
15. Demarcation of Coal Dump and OB Dump with starting point, mid-point and end point of the Dump is to be mentioned and marked on the enclosed plan along with coordinates
16. Clarify for creation of new Coal Heap & OB dump.

ECL

Compiled by :

VIGILANCE DEPARTMENT

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