

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



# वेस्टर्न कोलफील्ड्स लिमिटेड

**Western Coalfields Limited**

(मिनिरात्न कंपनी) (A Miniratna Company)

(कोयला इंडिया लि. की अनुबन्धी कंपनी)

(A Subsidiary of Coal India Limited)

**पर्यावरण विभाग**

**आईएसओ 9001:2015 प्रमाणित**

Email- gmenvironment@westerncoal.gov.in

CIN – U10100MH1975GOI018626

**Environment Department**

**ISO 9001:2015 Certified**

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पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र) - 440001/ Regd. Off. : Coal Estate, Civil Lines, Nagpur (MS) – 440001

10.05.2024


## // NOTICE FOR SUBMISSION OF OFFERS FOR MOU//

The company proposes to undertake afforestation in mining areas of its 03 Administrative Areas (Pench Area, Kanhan Area and Pathakhera Area) situated in Betul and Chhindwara districts of Madhya Pradesh State. The company has decided to undertake plantation works for 05 years from 2024-25 to 2028-29 (planting years) with its subsequent maintenance for 04 years after each consecutive year of plantation in its aforesaid Areas in Madhya Pradesh State on MoU basis.

A total of 4,96,133 nos. of saplings are proposed to be planted along with 39,484 running meters of fencing (as required), in 05 consecutive years with subsequent maintenance for 04 years after each consecutive year of plantation. The quantity of plantation may vary as per need.

The Managing Director, Forest Development Corporations of all State Governments/ State Level Expert Forest Agencies, are invited for submission of offers for MOU for "Plantation works for 05 years from 2024-25 to 2028-29 (planting years) with its subsequent maintenance for 04 years after each consecutive year of plantation in WCL command Area in Madhya Pradesh State".

The Managing Director, Forest Development Corporations of all State Governments/ State Level Expert Forest Agencies may refer to the MoU and offer template enclosed herewith and may submit the offer for the plantation activity within 21 days to the office of The General Manager (Environment), Western Coalfields Limited, 9<sup>th</sup> Floor, Coal Estate, Civil Lines, Nagpur 440001 in a sealed double envelope (one inside the other) and with the subject "Plantation works for 05 years from 2024-25 to 2028-29 (planting years) with its subsequent maintenance for 04 years after each consecutive year of plantation in WCL command Area in Madhya Pradesh State" clearly superscribed on the envelope.

 10.05.2024

महाप्रबंधक (खनन) / पर्यावरण - विभागाध्यक्ष

वेस्टर्न कोलफील्ड्स लिमिटेड

नागपुर

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WESTERN COALFIELDS LIMITED, NAGPUR AND STATE LEVEL EXPERT AGENCY FOR FIVE CONSECUTIVE YEARS (2024-25 to 2028-29) OF PLANTATION WORKS WITH SUBSEQUENT FOUR YEARS OF MAINTENANCE IN DIFFERENT MINES OF MADHYA PRADESH (M.P) STATE UNDER WCL COMMAND AREA.**

Year-wise action.		
Plantation year (financial years)	Subsequent maintenance period (financial years).	Plantation to be handed-over In
2024-25	2025-26 to 2028-29	April, 2029
2025-26	2026-27 to 2029-30	April, 2030
2026-27	2027-28 to 2030-31	April, 2031
2027-28	2028-29 to 2031-32	April, 2032
2028-29	2029-30 to 2032-33	April, 2033

- 1) (i) The word 'Company' hereinafter shall mean for the purpose of this Memorandum of Understanding (MOU), Western Coalfields Ltd (WCL), (A subsidiary of Coal India Limited, Govt. of India Undertaking Company) represented by the CMD, WCL at Nagpur District: Nagpur (MS) or his authorized representative or any other person deputed on his behalf for carrying out all or any of the provisions of this MOU.
 

(ii) The word "Agency" hereinafter shall mean, for the purpose of this MOU, the State Level Expert Agency like Madhya Pradesh Rajya Van Vikas Nigam (MPRVVN), Bhopal, Chhattisgarh Rajya Van Vikas Nigam (CRVVN), Raipur, Forest Development Corporation of Maharashtra Ltd. (FDCM), Nagpur or Gujarat State Forest Development Corporation Ltd. (GSFDC), Vadodara represented by its Managing Director, or his authorized representative or any other person deputed on his behalf to carry out all or any of the provisions of this MOU.
- 2) a) The Agency shall take up Plantation works on Company's acquired / leased / purchased / transferred land of any type like Tenancy, Government, Revenue and Forest Land, with due expertise and supervision, as per the scheme / estimates duly sanctioned under the provisions of this MOU.
 

b) Further, the plantation work on Areas other than mentioned in the clause 2(a) will be done by the Agency as per requirement of WCL on the same rate, terms and condition of MoU in consultation with concerned department. However, Agency shall ensure certification/ confirmation that such plantation work is not funded under any other scheme/ department/ authority.

c) For WCL side, Environment / Forest Officer of the concerned Area or project shall be Nodal Officer for the plantation work. However, all the operations of the scheme shall be done at Area level and General Manager of the Area shall be responsible for it.
- 3) The Agency shall always exercise precautions on the aid and advice of the Company, for the safety of all lives and properties involved in the plantation activities undertaken by the Agency.
- 4) In case of accidents, the Agency shall be liable for compliance with all the requirements imposed by the Workmen's Compensation Act, 1923, Labour Act of State Govt. or similar laws in force and shall indemnify the Company against any claim on this account.
- 5) The Agency shall conduct all its Plantation activities subject to all laws, rules, statutory orders and regulations applicable to the site and the nature of work.
- 6) The Company shall intimate the Agency along with the land descriptions and maps about the location and the extent of Plantation intended for the next consecutive five years on an annual basis at a time to the Divisional Manager, of the said Agency. The Agency will submit the site specific Project Report / estimate to WCL at a time for all five consecutive year plantation and its subsequent four years maintenance based on schedule of rates for plantation approved by the Managing Director, of the said Agency and after approval and technical sanction of proposed plantation scheme within 01 month from the date of submission of intent by the Company.
- 7) The scheme / estimate so submitted by the Agency should contain in six parts for each plantation

year viz;

**a) Plantation year**

- i) Advance work – work includes nursery work and all preparatory works- 80 % amount of the 1<sup>st</sup> year plantation;
- ii) Completion work – plantation work and its maintenance- 20 % amount of the 1<sup>st</sup> year plantation;

b) 1<sup>st</sup> year maintenance work;

c) 2<sup>nd</sup> year maintenance work;

d) 3<sup>rd</sup> year maintenance work; and

e) 4<sup>th</sup> year maintenance work.

- 8) Six months to Twelve months old (polypot) plants shall be used for plantation work by the Agency. The selection of the species should be (site specific), approved as per Government policy by the concerned Divisional Managers (Divisional Manager, of the said Agency) based on textures, structures and constituents of the soil. The selection of the species shall also be guided by the opinion of the local villagers with a right blend of fast-growing species, naturally growing in that area, fruit bearing trees and trees of commercial value. In no case, however, a particular species shall constitute more than 30% of the total plantation in a particular Area. The Agency shall replace casualty of plants during maintenance period each maintenance year up to 2<sup>nd</sup> year maintenance. Eucalyptus varieties will not be planted by the Agency.

**8.1) The various species suggested for Plantation.**

- Fruit Bearing Tree Species: Jamun, Imli, Ganga Imli, Bel, Mango, Sitaphal etc.,
- Medicinal/ Herbal Plants: Neem, Karanj, Harra, Bahera, Aonla (Amla), Arjun, Shekakai, Kusum, Mahua, etc.,
- Timber Value Trees: Teak, Shivan/ Ghamar, Sissoo, Kala Sirus, Safed Sirus, Bamboo, Babool etc.,
- Ornamental / Avenue Plants (by the side of roads and colonies): Kachnar, Gulmohar, Amaltas, Saptaparni, Gravalia, Peepal, Palm tree etc.,

8.2) Selection of species shall be in such a way that the crown composition will be in three-tiered nature i.e. combination of tall trees with medium height trees and low height trees.

- 9) The standard and acceptable norms for plantation are maximum 3500 plants per hectare on Overburden Dumps and maximum 2500 plants per hectare in Plain Mine Site Area / Non-OB Dump.

**10) Payment Schedule & Submission of Expenditure Bills / Details: -**

The Fund shall be released by the concerned WCL Areas in phases for each plantation year, as per the following schedule:

**a) Plantation Year**

- (i) 1<sup>st</sup> phase of advance i.e. amount equal to 80 % of 1<sup>st</sup> Year Plantation Work will be released for the completion of Nursery preparation, Site preparation and Plantation work as per the approved scheme.
- (ii) 2<sup>nd</sup> Phase i.e. amount equal to 20% of 1<sup>st</sup> Year Plantation Work will be released for the completion of weeding and protection work as per the approved scheme on submission of utilization certificate along with expenditure bills/ details of work undertaken against the advance work.

\*\* Illustration

Year	Nursery Preparation, Site Preparation & Plantation (80% of First year Plantation)	Joint Inspection	Weeding and protection work (20% of First year
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			Plantation)
2024-25			October 2024
2025-26	April 2024	September 2024	October 2025
2026-27	April 2025	September 2025	October 2026
2027-28	April 2026	September 2026	October 2027
2028-2029	April 2027	September 2027	October 2028
	April 2028	September 2028	

**b) Maintenance (first year to fourth year)**

- i) Amount equal to 100% for the (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year) maintenance of that particular year shall be released in the month of October after submission of joint inspection report in September Every Year and after adjustment of all previous advances made to the Agency.
- ii) 100% payment of the 4<sup>th</sup> year maintenance shall be released on submission of final joint inspection report cum site handing over report indicating survival percentage, utilization certificate along with expenditure bills/ details related to previous advances.

\*\* Illustration

Year	Joint inspection	Instalment (100%)
2025-26	September 2025	October 2025
2026-27	September 2026	October 2026
2027-28	September 2027	October 2027
2028-29	September 2028	October 2028

- 11) The Agency will ensure 80% of the survival of plants in the final joint inspection before handing-over the plantation and which shall signify 100% success of the scheme undertaken by the Agency.
- 12) Subject to sanctioned scheme/ estimate and further subject to timely release of fund by the 'Company' as provided in MOU, the 'Agency' shall comply with the following schedule of Joint Inspection to be done jointly by Agency and WCL.

S. No	Description of Joint Inspection	Deadline of completion
1.	1 <sup>st</sup> Joint inspection (verification of advance work)	15 <sup>th</sup> April of the year of plantation.
2.	2 <sup>nd</sup> Joint inspection (verification of plantation work/ completion work)	15 <sup>th</sup> September of the year of plantation i.e. 2024
3.	3 <sup>rd</sup> Joint inspection (assessment of survival percentage)	15 <sup>th</sup> September of the 1 <sup>st</sup> year of maintenance i.e. 2025
4.	4 <sup>th</sup> Joint inspection.	15 <sup>th</sup> September of the 2 <sup>nd</sup> year of maintenance i.e. 2026
5.	5 <sup>th</sup> Joint inspection.	15 <sup>th</sup> September of the 3 <sup>rd</sup> year of maintenance i.e. 2027
6	6 <sup>th</sup> & final Joint inspection.	31 <sup>st</sup> March, 2029 at the end of financial year of 4 <sup>th</sup> & last year of maintenance. If WCL fails to carry-out joint inspection in time, plantation shall be deemed to have been handed-over with effect from next month and Agency shall not be responsible for any damage to plantation.

- 13) In the Joint inspection, minimum two representatives of Area General Manager shall participate from WCL's side and Deputy Divisional Manager (Dy.DM)/ Project Range Officer/Dy.PRO from the Agency shall be present for joint inspection. The joint inspection report will be signed by all the officers from both the sides, who have done joint inspection, which then shall be countersigned by the General Manager of the Area.
- 14) The Company shall reimburse the actual amount of share of employer provident fund payable for labourers engaged in planting activity and watch & ward. The Agency will submit documentary evidence in support of their claim.
- 15) Adjustment, if any, from advance amount required during execution of works, shall be made from subsequent release of funds to the Agency.

16) The 'Agency' shall pay wages not less than the minimum wages fixed by the State Govt. to the labourers engaged in the execution of the approved scheme and it will be the responsibility of the Agency to ensure the compliance of payment of wages to its workmen / labourers as per law and the 'Company' shall in no way be held responsible for the same.

17) Escalation on account of increase in labour wages shall be admissible in respect of planting / maintenance of plants. Escalation, if any, will be calculated in the month of April each year on the basis of actual annual increase / decrease in labour wages that has taken place during the preceding year. Before claiming the escalation, the Agency will certify that payment to the labourers has been made as per revised wages and submit the documentary evidence in support of payment to the labourers on increased rate.

18.1) The base rate for the purpose of calculating escalation will be labour rate (applicable for unskilled labour as per the minimum Wage Act/Rules of the State effective at the time of submission of sanctioned scheme. Price adjustment for increase or decrease in the plantation expenditure due to variation in labour wages shall be paid in accordance with following formula:

$$V = 0.85 \times (P/100) \times R \times [(L_1 - L_0)/L_0], \text{ where,}$$

V = Increase or decrease in the cost of work during the period under Consideration due to changes in rate of labour.

P = Percentage of labour component of the work = 80%

R = Value of work done during the period

L<sub>0</sub> = Minimum wages for labour (base labour rate) payable as per minimum wages Act / Rules of the Ministry of Labour of the State, effective at the time of execution of work.

L<sub>1</sub> = Revised minimum wages of Labour Corresponding to L<sub>0</sub> during the period to which the escalation relates.

18.2) Escalation / De-escalation on materials:

The amount to be paid to the Agency for the work done will be adjusted for increase or decrease in the cost of material and the cost shall be calculated quarterly in accordance with the following formula:

$$V_m = 0.85 \times W \times \frac{B}{100} \times \frac{(M - M_0)}{M_0}$$

Where –

V<sub>m</sub> = Variation in the material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates.

B = Component of material expressed as percentage of total value of work (20%).

M = Average All India Wholesale Price Index (WPI) for all commodities for the period to which Escalation / de-escalation relates as published by the Economic Adviser, Ministry of Industry & Commerce, Govt. of India.

M<sub>0</sub> = All India Wholesale price index for all commodities (WPI) as published by the Economic Adviser, Ministry of Industry & Commerce, Govt. of India relating to last date on which the offer rates or revised offer rates whichever is later were stipulated to be received.

**Note: Base date for the purpose of Escalation payable implies to the date of submission of offer/revised offer.**

**Base labour rates applicable will be as per the period, in which, offer/ revised offer will be submitted.**

*Handwritten signatures and initials:*  
Ame 27  
Vasudev

19) In case, either the Agency or the Company, fails at any stage of the afforestation scheme, to abide by the schedule of inspection and payment as envisaged in clause 10 & 12 of this MOU, the first defaulter shall be responsible for all the ensuing consequences and further action in such cases will be dealt as per the provisions of Clause No. 20.

## 20) Settlement of Disputes:

20.1) It is incumbent upon the Agency to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Agency and the Company, efforts shall be made first to settle the disputes at the Company level.

The Agency should make request in writing to the Company for settlement of such disputes / claims within 30 (thirty) days of arising of cause of dispute / claim, failing which no disputes / claims of the Agency shall be entertained by the Company.

20.2) If the differences still persists, the settlement of the dispute with the Agency, a Govt. Organization, shall be dealt with as per the guidelines issued by the Ministry of Finance, Govt. of India, in this regard.

21) In case, the survival of plants is found to fall below 80% during the 3<sup>rd</sup> joint inspection or the Agency does not complete the work as per approved scheme in the joint inspection after planting, the Company shall have the discretion of slashing down the remaining outlay of the scheme proportionately.

21.1) On completion of the plantation period of 5 (five) years, for each year plantation, the Agency shall handover the plantation under the MOU to the company with a minimum 80% survival rate and plants average height of 2.50 meters or more. However, any plant with height less than 1.25 meter at the end of 5 years maintenance period shall not be considered for counting. Any plant not satisfying these criteria will not be taken into account for counting and payment.

21.2) The Agency shall ensure minimum 80% survival of plants. However, if the survival rate is less than 80%, pro-rata deductions will be made e.g. if the survival rate is 75%, then 6.25% ( $5/80 \times 100 = 6.25\%$ ) of the total cost of plantation raised for all 5 years will be deducted from the final bill and if final bill is not sufficient, deduction will be made from other pending bills of the Agency. If rate is of Rs. 31.98 at 75% of survival, a deduction of Rs.2.00 i.e.

$\text{Rs.}2.00, \frac{(31.98 \times 6.25)}{100} = 2.00$  will be made from the cost of each plant.

Similarly, if the rate is Rs. 36.24, deduction will be Rs. 2.27,  $\frac{(36.24 \times 6.25)}{100} = 2.27$  for each

Plant for 75% survival.

22) Agency shall submit expenditure bills / details linking work order and advance drawn from time to time for work done to facilitate next stage of payment. At the end of the financial year, Divisional Manager will submit utilisation certificate to WCL for expenditure incurred during the financial year. Agency shall submit the outcome of the audit of the fund received from WCL by practising firm of Chartered Accountants, Area-wise, each year, as soon as the practising firm of Chartered Accountants submits its audit report. Audit report of entire corporation (Agency) is to be considered.

23) The Head of the Environment & Forest Department, WCL HQ, Nagpur and the Managing Director, of the Agency shall have power to make any alteration in or addition to the original schedule of operation and site / map and to give instructions that may appear to be necessary and advisable during the progress of the work and the Agency shall carry out the work in accordance with the instructions given by them.

24) The Company reserves its right to take back area / planted area full or part thereof with prior intimation if needed by the concerned Area authority during the continuance of the plantation and maintenance period on 'as-is-where-is-basis'. Actual expenditure incurred on plantation / maintenance work by the Agency till the date of take over of aforesaid area shall be paid by the Company.

25) The Agency shall not be responsible for damage to the plantation done due to force majeure including the act of God, natural calamities, war, Civil Commotion, strikes, lockout, bandi in plantation area beyond the control of the Agency. The Agency will not be responsible for loss of plantation, crushed / damaged by the vehicle / dumpers running in the plantation area during the course of period under



MOU.

26) Any modification, alteration, addition or deletion in terms and conditions of the MOU shall be done as and when required during the course of the MOU mutually agreed by the D(T) P&P, WCL, Nagpur and the Managing Director of the Agency.

27) Company may provide 2 (two) suitable accommodation in each plantation project to the employees of the Agency on rental basis subject to availability, with electrical & water charges, as per rules.

28) The MOU is subject to the '*Jurisdiction of Nagpur Courts*' only.


29) The Agency shall raise and maintain the Gap Plantation, digging of CPT, CPW and carry-out Safety Zone Fencing and plantation, Soil and Moisture conservation activities, slope stabilization, Creation of contour trenches, contour bunds, grassed waterways and the like help to arrest soil erosion and formation of ravines and gullies etc., as and when required by WCL for compliance of the condition imposed by MOEF&CC from time to time while granting In-principle / Final stage Forest Land Clearance for diversion of forest land for submission of compliance report to MOEF&CC through State Forest Department and for the compliance of the condition imposed by MoEF&CC for Environmental Clearance, as per the same terms and conditions of normal plantation.


30) The Plantation job shall be planned and executed in a manner so as to recoup the natural forest including establishment of water bodies to the maximum possible extent, in order to attract the indigenous flora and fauna.

31) The Agency shall prepare and submit the separate KML files of plantation area for forest part and non-forest part, in consultation with the respective Areas of WCL before the payment of the plantation work.

32) In case GST will be applicable, it shall be borne by WCL.

The Memorandum of Understanding (MOU) is executed between the Agency and the Company, the.....day of the month of....., in the year 2024 and will be effective from ..... and shall be applicable for 2024 monsoon plantation work and all future schemes until further reviewed or amended.

  
Smt. Vishakha Deshpande  
Chief Manager(Finance)  
WCL-HQ

  
Shri Umesh N. Anikhindi  
Manager(Mining)  
WCL-HQ

  
Smt. Varsha HQ  
Dy. Manager(Civil)  
WCL-HQ

## MoU offer acceptance template

Based on the scope of work, plantation work has to be undertaken over three areas i.e.

1. Plain land/ Non-Over burden Dump.
2. OB Top
3. OB Slope
4. Fencing work

The bidder is to quote their bids under all the above four areas. In case bidder fails to submit rates for all the above 4 areas, the bid of the bidder will be considered as non-responsive and thus, bid stands null and void.

The GST excluded rates are to be quoted by bidder in their financial quotes. GST is to be indicated separately. GST will be payable extra as applicable @ 18%.

Bidder has to comply all the applicable provisions of GST rules to enable WCL to avail Input Tax Credit (ITC).

### Format for MoU Offer

We, hereby, confirm our acceptance of all terms and conditions of your inquiry unconditionally and submit our offer as under: -

A. Plantation Work  (a)	Place of Plantation	Requirement of Plantation for 5 years (Nos)	Rate per plant (INR) for execution of work (excluding GST) in numbers & also in words	Total value (INR) for execution of work (Excluding GST) in numbers & in words
	(b)	(c)	(d)	(e) = (c) x (d)
	Plain land/ Non-OB Dump	1,50,383		
	OB Top	1,55,000		
	OB Slope	1,90,750		
	<b>Total (A)</b>			
B. Fencing Work	Approx. Length of Chain link Fencing	Running meters (in meters)	Rate per Running meter	
		28,214		
	Approx. Length of Cattle Proof Wall Fencing	Running meters (in meters)	Rate per Running meter	
		11,270		
	<b>Total (B)</b>			

PAN CARD No. (PAN CARD copy to be enclosed):- \_\_\_\_\_

GST registration no. (GST registration copy to be enclosed):- \_\_\_\_\_

Contact Details (Name, email-ID, mobile/ telephone no., Address):- \_\_\_\_\_

Payment Details (Bank account details):- \_\_\_\_\_

(Signature, Name, Designation  
Name of Agency, Seal)