

TENDER DOCUMENT

ADDITIONAL TERMS & CONDITIONS(ATC)

(Open Domestic Tender through GeM Portal: <http://gem.gov.in> for General Exploration (G2) of coal in Harrapathar Block, Pench Kanhan Tawa Valley Coalfield, in Betul District in the State of Madhya Pradesh, India)

TENDER REFERENCE NUMBER: CMPDI/CMC/2025-26/16

In order to enhance the Coal Resource base, Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary of Coal India Ltd., plans to take up General Exploration (G2) of coal in Harrapathar Block, Pench Kanhan Tawa Valley Coalfield, in Betul District in the State of Madhya Pradesh, India.

1. SCOPE OF BIDDER:

Tenders are invited on-line on the website <http://gem.gov.in> for the following work:

Description of work	Quantity (in Meter)	Estimated Contract Value (Incl. GST) # (In ₹)	Earnest Money (In ₹)	Period of Completion (In Days)		
				Mobilization	Drilling and Associated Activities	Total
General Exploration (G2) of coal in Harrapathar Block, Pench Kanhan Tawa Valley Coalfield, in Betul District in the State of Madhya Pradesh, India as per Scope of Work given at Annexure-I.	Coring Drilling- 38500m, Geophysical Logging-19250m, Full wave Sonic logging- 5000m, HR Acoustic Televiwer- 5000m, Deviation logging-192500m, Spectral Gamma-1200m, Neutron-5000m.	22,06,97,925.20	15,02,900.00	30 Days	640 days	670 Days

The contract period for instant tender shall be considered total days i.e. 670 days for all the purposes in the tender document.

Estimated value put to tender is Inclusive of GST.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager (CMC*) Contract Management Cell, CMPDI (HQ) Gondwana Place, Kanke Road, Ranchi – 834031.	1. Sr.Manager (Geology/CMC), Phone No. – 7004400315. 2. Manager (Geology/CMC), Phone No. – 8986803946.

* Contract Management Cell

2. ELIGIBLE BIDDERS

- 2.1. The invitation for bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or a Joint Venture/Consortium. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC). In a tender, a Bidder shall participate in one bid only.

Note: Joint VentureJV/Consortium shall be allowed for participation in the bid with estimated cost **above ₹ 2.0 Crores.**

2.2. **Joint Venture (JV)/Consortium:** Two or three Companies/Contractors may jointly undertake contract(s). 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 JV/Consortium must enroll in the name of the Lead Partner on behalf of JV/Consortium for Bid submission on GeM Portal. 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.
- ii) 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 Additional Terms and Conditions/Bid document. However, the required Working Capital shall be met by individual members of JV/Consortium as spelt out in the relevant Clause.
- iii) The formation of JV/Consortium or change in the JV/Consortium character/ members after submission of the bid is not permitted.
- iv) 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.
- v) 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.
- vi) 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 partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the 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.
- vii) 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 (This is a part of JV/Consortium Agreement Format).

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.

- viii) 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.
- ix) 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.
- x) The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

- xi) An entity can be a member in only one JV/Consortium. Bid submitted by JVs/Consortium/Lead Partner, consisting of the common entities as member will be rejected.
- xii) 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.
- xiii) The earnest money / bids security can be submitted by the Joint Venture/Consortium or one or more partners of the Joint Venture/Consortium.
- xiv) 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.

- xv) 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.

- xvi) 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.
- xvii) 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.
- xviii) If a JV/Consortium participated through Lead Partner of JV/Consortium on GeM portal, the provision of EMD Exemption (Considering the Turnover of Lead Partner of JV/Consortium etc.) shall not be applicable for them.

2.3. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (Gol) and including its amendment(s) as notified by Gol from time to time.

2.4. 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.

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1. Eligibility criteria to qualify for award of the contract –

a) **Bid Submission Confirmation (BSC) Sheet:**

Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format as per instruction provided in the GeM Bid Document under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured .xls format.

The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.

Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.

b) **Deposit of EMD:**

The bidder will have to make the payment of EMD through NEFT/RTGS only and have to furnish UTR Number during submission of bid. Bidder will have to submit the proof of payment of EMD. Bidder should upload a copy of NEFT/RTGS payment confirmation document consisting UTR Number along with confirmatory documents.

Bank detail for EMD payment is as below:

Beneficiary name: Central Mine Planning & Design Institute Ltd.
Name of Bank: State Bank of India,
Branch: CMPDI Branch,
IFSC: SBIN0005598
A/c No: 10106155087
Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834031.

In online payment of EMD/Bid Security, 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/Bid Security will be refunded back to the Bidder.

Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

- i) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document. In case of exemption of EMD/Bid Security, 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/Bid Security to some bidders is allowed as per GeM GTC.
- ii) The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).
- iii) The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.
- iv) The Bid Security/Earnest Money may be forfeited:
 - a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
 - b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/~~Additional Performance Security if any;~~

Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

"Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding."

- v) The Bid Security/ EMD deposited with the Employer will not carry any interest.
- vi) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.
- vii) Deleted.
- viii) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.
- ix) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

[Note:

- 1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption except for JV/Consortium.
- 2) Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.]

c) 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:

"Annualized value" of the work shall be calculated as the "Estimated Cost / 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.

[In case of JV/Consortium, Work Experience shall be met collectively by all the members.]

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

- 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 members of JV/Consortium or the JV/Consortium itself may be furnished as the work experience of the Bidder.

Note: If the claimed work experience is executed as consortium, then the work executed by them in terms of their role and responsibility agreed in terms of the memorandum of understanding signed for the purpose of consortium will be considered and the proportionate value of the executed work awarded to the consortium will be taken into consideration.

Technical evaluation by the Tender Committee:

- i. The Tender Committee shall calculate the end date by adding 364 days to the start date of experience (provided by Bidder). End date shall not be later than the last date (last day of month previous to the month of in which Bid Document has been published).
- ii. The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the Bidder (as calculated by adding 364 days to the start date restricted to the 'last date')
- iii. The Tender Committee shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the Bid Document has been published.
- iv. The Tender Committee shall calculate the value of all qualifying experiences taken together for each Bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the Bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the Bidder may be from an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture / Consortium firm/Partnership firm will be considered against eligibility.

Supporting Documents to be uploaded online:

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer along with work order against the Experience of similar work containing all the information as sought on-line.

Note: A Sample Checklist for Work Experience Certificate is as follows:

SAMPLE CHECKLIST OF WORK EXPERIENCE CERITIFICATE THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder in BSC:

- 1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).*
- 2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)*
- 3. PAN Card No. and GSTIN (as applicable):*
- 4. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).*
- 5. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).*
- 6. Name of Contractor: (In case of a Joint Venture / Consortium, Share of each Joint Venture / Consortium Partner).*
- 7. Name & Address of Employer/Work Order Issuing authority of experience.*
- 8. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)] declared in BSC for consideration of eligibility).*
- 9. Executed Value of Work: (Should be for the period as declared in BSC)*

NOTE:

- a) For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared in BSC) should be at least 50% of the Annualized value or estimated value whichever is less.*
- b) In case of Joint Venture / Consortium, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.*

d) 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 initial scheduled date of opening of tender.

[In case of JV/Consortium, the lead member shall have to possess at least 50% share and all other Individual members shall have to possess at least 25% share in the Working Capital and the working capital of the individual members of the JV/Consortium will be added together].

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

- 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 *(Should be within 3 months prior to the date of opening of tender).*

Technical evaluation by the Tender Committee:

- i. The Tender Committee shall check whether the date on which the bidder possesses the required working capital is within 3 months prior to the initial scheduled date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

Note: *The proportion of required Working Capital possessed by Lead Member and other Individual members shall have to be evaluated offline by the Tender Committee.*

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 through BSC.

Note: *A Sample Checklist for Working Capital Certificate is as follows:*

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. Name of Bidder:
2. PAN No.:
3. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

Sl. No.	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

4. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).
5. Name of Chartered Accountant (CA) with Membership No.:
6. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
7. Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.

NOTE:

1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.
* The net availability of funds is the availability of unutilized fund.
2. In case of Joint Venture / Consortium, Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:
 - i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
 - ii. All other Individual members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

e) KEY PROFESSIONAL & FLEET REQUIREMENT:

The bidder is required to give an Undertaking on the bidder's letter-head in the prescribed format (as per Annexure-VI) to:

- (i) Deploy the adequate number of Drilling rigs/Survey Instrument/ Geophysical Logging unit/Seismic data acquisition system and accessories / equipment of required capacity, either owned or hired to ensure required progress of work during entire contract period.
- (ii) Engage the adequate number of Geologist/Surveyor/ Geophysicist for successful execution of the job and to achieve required progress of work during entire contract period.

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of deployment of KEY PROFESSIONAL & FLEET REQUIREMENT, in the form of Yes/No.

Supporting Documents to be uploaded online: Scan copy of document as per Annexure-VI.

f) PERMANENT ACCOUNT NUMBER (PAN):

PAN card issued by Income Tax department, Govt. of India (In case of JV/Consortium, PAN card for each partner of JV/Consortium).

Information to be furnished in Bid Submission Confirmation Sheet:

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:

Scanned copy of PAN card issued by Income Tax department, Govt. of India.

Note: In case of JV/Consortium, each member of JV/Consortium should possess PAN.

g) 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.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to GST status of the Bidder.

Supporting Documents to be uploaded online:

The following documents depending upon the status w.r.to GST as declared by Bidder in the GeM portal:

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: -

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 the Bidder status) etc. in the name of the Joint Venture/Consortium after Award of Work/Service at the time of execution of Agreement/ before the payment of first running on account bill.
2. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
3. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.
4. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.

h) Legal status of the bidder:

The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/ Joint Venture/ Consortium.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to Legal Status of the Bidder.

Supporting Documents to be uploaded online:

1. The following documents in respect of Legal Status shall be uploaded 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 etc.
- ii. Board Resolution / Power of attorney (As applicable) 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
 - d. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

i) **Deleted.**

j) **Deleted.**

k) **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, Ref. No. 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) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

l) **Integrity pact (Applicable for tendered value of Rs.1.00 Crore & above)**

Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

m) **Code of Integrity for Public Procurement (CIPP)**

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Code of Integrity for Public Procurement (CIPP) as per format prescribed in Bid Document.

n) **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) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

o) Undertaking to be accepted unconditionally for genuineness of information furnished online/through BSC and authenticity of the documents uploaded online in support of his eligibility:

The Bidders have to accept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online/ through BSC documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of the undertaking as per format given in the Bid Document.

p) Undertaking regarding relatives as employees of company, , Local supplier status of the bidder, CIPP etc.

An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding submission of the undertaking as per format.

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company (In case of Partnership firm/ Joint Venture / Consortium), Local supplier status of the bidder, CIPP etc.

- q)** 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.
- r)** Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

3.2. Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

3.3. 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.

3.4. Confirmatory Documents: All the confirmatory documents as enlisted in the Bid Document/ATC in support of information submitted by the bidder are to be uploaded in cover/Packet-I by the bidder while submitting his/her bid.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Cover/packet--I.

Sl. No.	Eligibility Criteria	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished by the bidders against Eligibility Criteria as Confirmatory Document
1.	Bid Submission	Bidders are required to submit the duly	The scanned copy of documents will be

	Confirmation Sheet	filled Bid Submission Confirmation Sheet in .pdf format under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured .xls format.	verified against the data furnished in the Bid Submission Confirmation Sheet. Any Bid not accompanied by a Bid Submission Confirmation (BSC) Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.
2.	Bank Mandate	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Bank Mandate as per format given at Annexure V.
3.	The 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.	1. Start date of the year for which work experience of Bidder is to be considered for eligibility. 2. Start date & end date of each qualifying experience (similar nature) 3. Work Order Number/Agreement Number of each experience 4. Name & address of Employer/Work Order Issuing authority of each experience 5. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture / Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%). 6. Executed Value of work against each experience. In case the Bidder is a Joint Venture / Consortium, the work experience of any one, two or three of the individual partners of Joint Venture / Consortium or the Joint Venture / Consortium itself may be furnished as the work experience of the Bidder.	For work experience, Bidders are required to submit Work Experience Certificate issued by the employer along with work order against the experience of similar work containing all the information as sought on-line. BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.
4.	The availability of 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	1. Amount of available working capital inclusive of lines of credit and availability of other financial resources. 2. Date on which the Bidder possesses the required working capital. 3. Date of issue of W.C. Certificate by CA(Should be within 3 months prior to the date of opening of tender). 4. Name of the Chartered Accountant (CA). 5. Membership Number of CA who certifies the Bidder's working capital. 6. In case of Joint Venture / Consortium, the requirement of Working Capital under this clause shall be met as per following proportion: • The lead member shall have to possess at least 50% share in the	Certificate 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 on-line with UDIN.

	opening of tender.	required Working Capital in order to qualify in this tender. All other Individual members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.	
5.	Integrity Pact (Applicable for tendered value of Rs.1.00 Crore & above)	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.
6.	Code of Integrity for Public Procurement (CIPP)	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.
7.	Public Procurement (Preference to Make in India) for "Local supplier".	Confirmation in the form of Yes/No for possessing the supporting documents	The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
8.	An Undertaking on their letter head regarding relatives as employees of company (in case of partnership firm / Joint Venture / Consortium), local supplier status of the Bidder etc. as per the	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Undertaking as per format given at Annexure IX.

	format given in Annexure IX.		
9.	Key professional & Fleet requirement (Refer clause (e), Annexure-VI):	Confirmation in the form of Yes/No as unconditional acceptance in GTE	The bidder is required to give an Undertaking on the bidder's letter-head in the prescribed format to: (i) Deploy adequate number of matching <i>Drilling Rigs/Survey Instrument/Geophysical Logging & Geophysical Survey unit/equipment and related software</i> either owned or hired to ensure required progress of work during entire contract period. (ii) Engage the adequate number of Geologist/Surveyor/ Geophysicist for successful execution of the job and to achieve required progress of work during entire contract period.
10.	Legal Status of the bidder	Confirmation in the form of Yes/No for possessing the supporting documents	The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV/Consortium as mentioned below: Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR Partnership deed containing name of partners. OR Memorandum & Article of Association with certificate of incorporation containing name of Bidder Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder. The following documents in respect of Legal Status of a JV/Consortium Bidder shall be uploaded 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. Board Resolution / Power of attorney (As applicable) 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 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.
11.	Permanent Account Number (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India (<i>In case of Joint Venture / Consortium, PAN card for each partner of Joint Venture / Consortium</i>).
12.	Goods and Services Tax (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	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in ATC/Bid Document with respect to GST status of the Bidder	The following documents depending upon the status w.r.to GST: a) Status: GST registered Bidder under regular scheme: Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR 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 Joint Venture / Consortium, Bidder should submit scanned copy of GST status of Lead Partner only]. Note: 1. If turnover of Bidder exceeds exemption / threshold limit, the Bidder must have GST registration as per GST Act and rules.
13.	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in <u>Annexure VII & VIII</u> .	Confirmation in the form of Yes/No for unconditional acceptance in GTE	NIL

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder in BSC/online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

3.5. Price- Bid/ Cover-II/ Packet-II:

The Price bid containing the Bill of Quantity will be in .xlsx format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and they will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same file in pdf format during bid submission in Cover-II. The Price-bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

- i. GST Registered Bidder under regular scheme, or
- ii. GST Registered Bidder under composition scheme, or
- iii. GST unregistered Bidder

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.

4. ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a Joint Venture/Consortium or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in CMPDI for a minimum period of 12 (twelve) months from the date of issue of such letter. In case of JV/Partnership firm/Consortium, the debarment shall also be applicable to all individual partners of JV/Partnership firm/Consortium and in case of Company then only Company shall be debarred.

Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

5. COST OF BIDDING

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

6. SITE VISIT:

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings on **CMPDI's specified date (Contact person: Shri Ashutosh Pratap Singh, Manager (Geology), Contact No. 8840491704)** and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

CMPDI officials shall be available at site to assist the bidders during site visit.

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

It shall be deemed that the Bidder has got himself acquainted with the site conditions and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in accordance with Clause 9:

- i) Scope of Work/Bill of Quantities,
- ii) Additional Terms & Conditions (Instructions to Bidders),
- iii) Service Level Agreement / Conditions of Contract,

- iv) GeM GTC as linked in GeM Bid Document,
- v) Forms of Securities and form of Article of Agreement,
- vi) Pre-contract Integrity Pact (if applicable),
- vii) Proforma for e-Mandate,
- viii) Guidelines on Debarment of firms from Bidding,
- ix) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 Pre-bid meeting/Interaction, after publication of Tender may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before of Bid Submission end date, which can be viewed by all interested Bidders.
- 8.2 The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per GeM functionality.
The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

9. CORRIGENDUM TO BID DOCUMENT

Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

10. LANGUAGE OF BID

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

11. BID PRICES

- 11.1 The Bidders shall offer for the whole Works mentioned in the Scope of work / Bill of Quantities. Based on quote submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 11.2 The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities/ Bid Document. 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.
- 11.3 All duties, taxes including Goods and Services Tax (GST) & GST Compensation Cess (if applicable) and other levies payable by the Bidder/Contractor under the 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. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by GeM Portal as per pre-defined logic.
All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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.
- 11.4 The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but including GST & GST Compensation Cess, if applicable as per Gem functionality. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDI) 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 Bidder/Contractor.
However, in case 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.

In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CMPDI directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CMPDI as per rule.

If CMPDI 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 CMPDI 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, if any.

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.

The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

State	Unit / HQ	City	GSTIN
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475N1Z1
	RI-II	Dhanbad (RI-II)	
	RI-III	Ranchi (RI-III)	
West Bengal	RI-I	Asansol	19AAACC7475N1Z1
Maharashtra	RI-IV	Nagpur	27AAACC7475N1Z4
Chhattisgarh	RI-V	Bilaspur	22AAACC7475N1ZE
Madhya Pradesh	RI-VI	Singrauli	23AAACC7475N1ZC
Odisha	RI-VII	Bhubaneswar	21AAACC7475N1ZG

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods/Services, shall be shown separately in tax invoice.

11.5 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.

11.6 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY:

The validity period of the tenders shall be **120 (One Hundred Twenty) days** from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and/ or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

14. BID SECURITY/EARNEST MONEY DEPOSIT

Please refer Clause No. 3.1 (b) of ATC (ITB) Above.

15. SIGNING AND SUBMISSION OF BID:

- In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal (<https://gem.gov.in>). The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act. Whereas for participation of Joint Venture / Consortium through GeM portal, the registration of bidder shall be done in the name of the Lead Partner and the submitted documents in the bid against eligibility criteria shall be in the name of Joint Venture / Consortium.

- b. The bidder will submit their bid online. No off-line bid shall be accepted.
- c. The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to Bidder), Service Level Agreement (Conditions of Contract), GeM GTC of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC and online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

- e. The Bidder will have to make the payment of EMD / Bid Security through online mode only.
In case of exemption of EMD / Bid Security, 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 Bid Document or relevant clause of GeM GTC.
- f. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time.
- g. The information provided by the Bidder through BSC, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC) for evaluation of technical bid.

For online submission of tender the Bidders will have to upload the following-

All the confirmatory documents as prescribed in the Bid Document in Cover-I and "Price-bid" in Cover-II .

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

- i) **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, Ref. No. 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) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- ii) **Deleted.**
- iii) **Confirmatory Documents/Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document in support of online information / information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.
- iv) **Price bid:** The Price bid containing the Bill of Quantity will be Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document 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. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- v) **However,** in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD.

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids shall be submitted online on the GeM Portal only.

16.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. MODIFICATION AND WITHDRAWAL OF BID:

Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of LOA with the following provision of penal action:

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 1 (one) year from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i) If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
 - ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

- 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 forfeiture of EMD and 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 forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
 - i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment shall be followed for taking above penal action.
 - ii. Penal action against clauses above will be enforced from the date of issue of such order.
 - iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

18. OPENING OF BID:

18.1 Opening of Technical Bid –

The Technical bid (Cover-I) will be opened on schedule date as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Opener” as per the GeM functionality.

All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and duly filled Bid Submission Confirmation by bidder shall be downloaded after opening of Technical bid (Cover-I).

19. EVALUATION OF TENDER:

19.1 After opening of Tender / Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.

19.2 Evaluation of Tender-

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the Tender document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the

information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) online against the information furnished through BSC. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per Tender Document, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM portal only.
- G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (19.2.B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

*When TAA is CMD then with the approval of concerned Director and in case the TAA is CFDs then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.
- I. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned online in the GeM portal.
- J. In case none of the bidder(s) complies the technical eligibility criteria as per ATC/Tender Document, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

A. 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 Gol from time to time:-

- i) Subject to meeting terms and conditions stated in the tender document 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 tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered 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 tender 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 tender. 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 tender, 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 tender process or meet the tender 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 tender process or meet the tender 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.
- 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 two crore and fifty lakh Rupees and Turnover does not exceed ten Crore Rupees or as amended from time to time .
 - b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed twenty five crore Rupees and Turnover does not exceed one hundred Crore Rupees or as amended from time to time.
- vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. Verification of MSE status of bidder is mandatory.
- viii) 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.

B. Procurement Preference to Make in India

Preference to Make in India (as applicable) vide Order No .P -45021/2/2017 - PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, 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%.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall be applicable.

(NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

In terms of the above said policy, purchase preference shall be given to Class-I local suppliers in the following manner:

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.
- II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders.

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

- a) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- b) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- c) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- d) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;
 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause:

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Note: Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian after written approval of CMD of CIL/Subsidiary.

VII. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any 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 Supplier	Non-MSE non-Class-I local Supplier

The work is divisible/splittable 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.

The work is not divisible/splittable 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. L-1 is "MSE but non-Class-I local supplier" or "non-MSE but Class-I local supplier" - Contract is to be awarded to L-1.
 - b. L-1 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.

C. Start-ups clause is not applicable.

- 19.3 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them in Bid Submission Confirmation Sheet and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

- 19.4 After competent approval and financial concurrence of TCR, the Letter of Acceptance (LOA) to the L-1 Bidder will be issued and the scanned copy of the LOA shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

- 19.5 (A) **Logical End of online created Tender:** Any tender hosted on the GeM portal must be logically concluded i.e. either Award or cancel.
- (B) If L-1 Bidder backs out (i.e. Techno commercially established L-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CMPDI.

However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

20. TECHNICAL CLARIFICATION OF BIDS:

Technical clarification shall be restricted to confirmation of submitted document/ information through Bid Submission Confirmation Sheet only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

21. PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned. It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Technical Clarification/Confirmatory documents within prescribed time. This will be specifically mentioned in the Bid Document.

21.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

21.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

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

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

23. EVALUATION AND COMPARISON OF BIDS

23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.

23.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

23.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

23.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

If L1 bidder gives rebate Suo-moto then the same may be recorded on GeM Portal using the tab of "Negotiation with L1 bidder" due to non-functionality for recording of Suo-Moto Rebate given by L1 bidder. The use of Tab of "Negotiation with L1 Bidder" for recording of Suo-Moto rebate given by L1 bidder is not a Negotiation.

23.5 Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

System for Decision of L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as per following 02(two) cases:

Case – 1: Services for which INPUT TAX CREDIT is not available to the Company.

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Case – 2: Services for which INPUT TAX CREDIT is available to the Company.

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

23.6 In case of Abnormally Low Bids, 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. As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

24. AWARD CRITERIA

Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a. eligible in accordance with the provisions of Clause 2; and
- b. qualified in accordance with the provisions of Clause 3.

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 24, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1 The Bidder/ Seller, whose Bid has been accepted, will be notified /communicated by the Company /Buyer through issuance and communication of LOA prior to expiration of the Bid validity period and subsequent generation of GeM contract on the portal.

If bid is submitted by Lead Partner of JV/Consortium, communication of LOA through email to the e-mail Id mentioned in the BSC as well as provided by the GeM Portal. After that, L-1 Bidder will obtain all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium and register on GeM as a new Service Provider (SP). GeM Authority will update the new SP details in demand through back-end which will enable Buyer to create contract on GeM portal with the JV/Consortium.

This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The communication of LOA through email shall be mandatory.

26.2 The issuance and communication of LOA will constitute the formation of the Contract. (The LOA shall at all times supersede the Contract Generated on GeM Portal.)

26.3 The work order shall be issued, after submission of Performance Security by the Contractor as per schedule with following details:

A) Time schedule for Execution of Formal written Agreement.

B) Any other salient detail as per standard format (to be decided at Subsidiary level).

The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security submitted by the Contractor as per contract conditions.

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract (General Terms & Conditions).

No payment for the work shall be made before execution of this agreement.

26.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provisions in ATC. (ITB).

26.5 The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-In-Charge.

27. PERFORMANCE SECURITY/SECURITY DEPOSIT

1) Security Deposit shall consist of two parts:

A) Performance Security to be submitted at award of work and

B) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

2) **Performance Security shall be 5% of annualized value of contract amount or contract amount, whichever is less and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:**

a. A Bank Guarantee in the form given in the Bid Document. The Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

Beneficiary name: Central Mine Planning & Design Institute Ltd.

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

b. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Ltd. Only the fixed deposit receipts (FDR) issued by one of the scheduled commercial banks are to be accepted. FDR, is required to be made out in favour of the company. FDR, which is in the name of the successful bidder/contractor can also be accepted as a security provided a certificate that the deposit can be withdrawn only on demand or with the sanction of the pledge is recorded on the FDR and bank system, the same should be verified by executing dept.

It should be made clear to the successful bidder/contractors who had tendered F.D.R. as security, that they should advise the departments in time regarding refunds or renewal of their fixed deposit receipts and that the company will not be held responsible for any loss of interest, if timely intimation for refund or renewal of these receipts is not given. Executing officers concerned should also take prompt action for refund of the security deposit (if the contracts/works are fulfilled as per NIT) or for renewal of the security in time.

c. Money (Demand Draft) drawn in favour of Central Mine Planning & Design Institute Ltd. on any Scheduled Bank payable at its branch at RANCHI.

- d. The Earnest Money / Bid Security deposit shall be adjusted to Performance Security Deposit or **discharged** at the option of the Bidder when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit.
- e. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:
 - (a) at Bidder's option by a Scheduled Bank
 - or
 - (b) by a foreign bank located in India and acceptable to the employer.
- f. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (*Zero date for BG is the Date of issue of LOA*).
- g. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money. In case of JV/Consortium / Partnership firm, the debarment shall also be applicable to all individual partners of JV/Consortium / Partnership firm.
- h. All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit. Retention money of 3% deducted from the bills shall be refunded within 150 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the PRCO/GM (Exploration)).
- i. The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.
- j. If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.
- k. Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Project Manager).

28. **Employment of Local Labour:**

- 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 by the Company or government as applicable from time to time.

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.

- 28.2 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLIP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal, if applicable:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.
- c. "Any additional information as may be required on the Portal.

29. **Legal Jurisdiction:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of **Ranchi** Court only.

30. Downloading bid document/ Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions shall be available on Government E-Market Place (GeM) portal <https://gem.gov.in> and Tender Notice shall be available at websites www.cmpdi.co.in & <http://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder from the GeM Portal. The download of tender document may start immediately after e-Publication and shall continue till bid end date and time.

- i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.
- ii) Deleted.
- iii) The bid document as available online on the e-procurement of GeM shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

31. e-Payment

The Bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid.

32. Change in the Constitution of Contracting Agency

Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

33. Miscellaneous

33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

33.2 The site for work may be made available in parts.

33.3 Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

33.4 Provisions related to instructions to bidder shall be a part of agreement.

34. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:

1. 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.
2. 'Bidder' 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.
3. "Bidder 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 citizen of such a country; or
 - g) A joint venture/consortium where any member of the joint venture/consortium falls under any of the above.
4. The Beneficial owner for the purpose of 3 above 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, 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) "Controll"; 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.

(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 individual;s, 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 (1) or (2) or (3) 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.

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

35. Time Schedule of Tender: As available on website <http://gem.gov.in>.

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case of number of bids received is less than three, one time auto extension of bid submission date by four days shall take place. In case no offer is received, tender will be cancelled. The information of cancellation of the tender will be uploaded on the GeM portal.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. Bidders are advised to download the complete set of the Tender Document, including the tender details.

36. Extension of Time schedule of Tender:

If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be auto extended for a period of **four days**.

If any of the above extended Dates falls on Holiday i.e non-working day as defined in the GeM portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

37. Cancellation of Tender:

If no Bid is received, the tender will be cancelled.

In case none of the bidder(s) complies the technical eligibility criteria as per Tender Document, then bidder(s) will be rejected online.

38. The Company reserves the right to postpone the date of receipt and opening of tenders without assigning any reason whatsoever.

39. Sub-contracting/subletting: No subletting of work by the contractor is permissible.

Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

40. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever

41. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

42. Period of Work:

The work should be completed as per schedule and the date of commencement of the work will be reckoned from the actual date of issue of letter of acceptance/contract or handing over the relevant document to the contractor, whichever is later.

43. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipment /machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

44. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

45. CLOSURE OF CONTRACT:

- i) The closure of contract shall be done within a period of **150** days after completion of the work.
- ii) Closure of contract may be done on execution of the work as per agreement and within the stipulated time period or the extended time period.

The Two Independent External Monitor nominated for this tender shall be as under-

Shri Arvind Gupta ,IFoS (Retd.), 1/50-A, Vipul Khand Gomti Nagar Lucknow-226010 e-mail: arvindgupta1961@gmail.com	Ms. Nirmal Kaur,IPS(Retd.) House no. 8, Plot-615, Road no. 17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand-832110 e-mail:nirmalkaur1983@gmail.com
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भवदीय

महाप्रबन्धक (सी.एम.सी.)

GENERAL TERMS AND CONDITIONS (GTC)

1.0 DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "CMPDI" wherever occurs in the conditions, means the Central Mine Planning & Design Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor" wherever occurs means the successful Bidder who has submitted the necessary Earnest Money and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iv. **"The Site"** shall mean the site of the contract work viz for **General Exploration (G2) of coal in Harrapathar Block, Pench Kanhan Tawa Valley Coalfield, in Betul District in the State of Madhya Pradesh, India** is being carried out.
- v. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company. Tender Accepting Authority (TAA)/Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per the prevalent DoP of CIL/Subsidiary.
Note: Interpretation of Tender Accepting Authority (TAA)/ Awarding Authority as above is applicable for the existing and future contracts.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge/Designated Officer-in-charge will be the Project Coordinator (PRCO). In all cases PRCO will be General Manager (Exploration), CMPDI (HQ), Ranchi who will be responsible for supervising and administering the Contract, certifying payment due to the contractor, valuing variations to the contract and valuing compensation events.
General Manager (Geology)/ HoD (Exploration), Regional Institute-IV, Nagpur will be the Project Manager who will be directly responsible for supervising the work being executed at the site on behalf of the PRCO. However, overall responsibility, as far as the Contract is concerned will be that of the Engineer-in-charge/ Designated Officer-in-charge/ PRCO.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal Agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Project Manager, become necessary during the progress of the works to enhance the reliability of exploration.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.
- xi. 'Contract Value' shall mean
 - i) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
 - ii) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.Note: Adoption of Contract price/value/amount excluding GST for the purpose of deriving the value of Performance Security, retention money & liquidated damages (penalty) during the execution of contract.
- xii. 'Written Notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiii. "Drawings"/"Plans" shall mean all:
 - (a) drawings/plans furnished by the owner with the Tender Specification Document, if any, as a basis for proposals,
 - (b) working drawings/plans furnished by the Owner after issue of letter of acceptance of the tender to start the work,

- c) subsequent working drawings/plans furnished by the owner in phases during progress of the work, and
d) drawings/plans, if any, submitted by the contractor and duly approved by the owner.
- xiv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- (a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Indian Electricity Act and Rules and Regulations made thereunder.
 - (c) Indian Explosive Act and Rules and Regulations made thereunder.
 - (d) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (e) Indian Mines Act and Rules and Regulations made thereunder.
 - (f) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2.0 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i) Articles of Agreement,
 - ii) Scope of work / Bill of Quantity,
 - iii) Additional Terms & Conditions (Instruction to Bidders),
 - iv) GeM GTC,
 - v) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
 - vi) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
 - vii) Finalized work programme,
 - viii) Integrity Pact as applicable as decided by different Subsidiary Companies,
 - ix) Guidelines on Debarment of firms from Bidding,
 - x) Code of Integrity for Public Procurement,
 - xi) Any other document, if required.
- 2.1. After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Project Manager or any other official authorized by the Company for the purpose.
- 2.2. None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF

- 3.1. The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantities, the specifications and/or drawings; the following order of preference shall be observed:
- a. Description in schedule of quantities
 - b. Particular specification and special conditions, if any
 - c. Drawings / Work Programme / Agreement
 - d. General Specification
- In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2. Any error in description, quantity or rate in schedule of quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.

4.0 SECURITY DEPOSIT

- 4.1. Security Deposit shall consist of 2 parts as mentioned below:
- a) Performance Security (first part of security deposit) shall be 5 % of annualized value of contract amount or contract amount, whichever is less and is to be submitted within 21 days of issue of LOA by the successful bidder and

- b) All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit.

The security deposit shall bear no interest.

- 4.2. Performance Security (first part of Security Deposit) shall be 5% of annualized value of contract amount or contract amount, whichever is less and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in the favour of Central Mine Planning & Design Institute Ltd. Only the fixed deposit receipts (FDR) issued by one of the scheduled commercial banks are to be accepted. FDR, is required to be made out in favour of the company. FDR, which is in the name of the successful bidder/contractor can also be accepted as a security provided a certificate that the deposit can be withdrawn only on demand or with the sanction of the pledge is recorded on the FDR and bank system, the same should be verified by executing dept.
It should be made clear to the successful bidder/contractors who had tendered F.D.R. as security, that they should advise the departments in time regarding refunds or renewal of their fixed deposit receipts and that the company will not be held responsible for any loss of interest, if timely intimation for refund or renewal of these receipts is not given. Executing officers concerned should also take prompt action for refund of the security deposit (if the contracts/works are fulfilled as per NIT) or for renewal of the security in time.
- Demand Draft drawn in favour of Central Mine Planning & Design Institute Ltd on any Scheduled Bank payable at its Branch at Ranchi.

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

- 4.3. If performance security is provided by the successful Bidder in the form of BG 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 or 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 (*Zero date for BG is the Date of issue of LOA*).

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 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.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

Beneficiary name: Central Mine Planning & Design Institute Ltd.
Name of Bank: State Bank of India,
Branch: CMPDI Branch,
IFSC: SBIN0005598
A/c No: 10106155087
Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

In case the successful Bidder fails to submit the Performance Security, if any, within the stipulated time then the following actions shall be taken:

- i. Cancellation of award of work
- ii. Forfeiture of the Earnest Money/Bid Security
- iii. Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
- iv. The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

- 4.4. All running on Account Bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit for contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year.

The validity of the Bank Guarantee shall be for a period of "01 year" or "240 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 "01 year" or "240 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 Bank Guarantee, the Contractor shall furnish an extended, renewed or replacement Bank Guarantee 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 Bank Guarantee, 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.

4.5. **Refund of security deposit :**

The refund of Security Deposit shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Project Coordinator (PRCO)).

Retention Money (2nd part of security deposit) shall be refunded within 150 days of the completion of the work. (The date of completion of the work will be certified by the Project Coordinator (PRCO)).

- 4.6. In case of Abnormally Low Bid, 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. As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increase due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

5.0 DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING

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

- 5.1. The Company through its PRCO shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the approved exploration scheme that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the PRCO or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate/rates as are specified in the contract.
- 5.2. In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine/block to achieve the quantity limited to mutually agreed time and progress chart/Tender Document. No sooner the adequate hindrance free space at original site is available the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.
- 5.3. If the additional, altered or substituted work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the PRCO as follows:
 - a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
 - b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Tender Specification Documents, failing which
 - c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the PRCO as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

- 5.4. Quantities are likely to vary by (+/-) 30% due to element of surprises inbuilt in any sub-surface exploration such as (i) variation in expected depth of occurrence of target/potential seam (i.e. Borehole depth), (ii) areal variation in potentiality of the seams requiring curtailment/enhancement/variation in geographical extent of the block, (iii) variation in number/density of boreholes on account of complexity of the structural setup revealed in course of exploration, etc.. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision. Supplementary/ revised work order shall be issued on revised quantities on the same rates and terms & conditions. The duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities which shall be clearly stipulated in the Supplementary/revised work order.
- 5.5. The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Project Manager and vetted by PRCO.
- 5.6. The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.3 taking into consideration the period of extension.
- 5.7. The Company through its PRCO shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the PRCO. No claim for omitting the part of the work or extra charges/damages shall be made by the Contractor on these grounds.
- 5.8. In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/ disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

6.0 TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY

Immediately after the Bid of the contract is concluded, the PRCO/GM (Exploration) and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule (Mobilisation Period) to

Exploration Scheme be submitted by the contractor showing the order detail in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the actual date of issue of letter of acceptance/contract or handing over the relevant document to the contractor, whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance/Work Order or handing over the relevant document to the contractor for preparation of Exploration Scheme prior to the date as prescribed above.

However, payment for the work done would be made only after execution of the agreement.

- 6.1. If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which action will be taken as follows:

- (i) If the bidder has not submitted Performance Security, then the Earnest Money will be forfeited and he may also be banned for a minimum period of one year; or
- (ii) If the bidder has submitted Performance Security, in that case Performance Security Deposit will be forfeited and he may also be banned for a minimum period of one year.

In case of JV/Consortium/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Consortium /Partnership firm.

- 6.2. In the event of the Contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.

- i) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value(excluding GST) of the short fall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- ii) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value(excluding GST) of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.
- iii) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value(excluding GST) of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.
- iv) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value(excluding GST) for the entire contracted work.

The Contractor shall be allowed to make up the shortfall as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

- 6.3. Extension of date of completion - on happening of any events causing delay as stated here under, the Contractor shall intimate Engineer-In-Charge in writing immediately:

- a) abnormally bad weather
- b) serious loss or damage by fire
- c) civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d) delay on the part of the Contractors or tradesmen engaged by the Company not forming part of the contract, holding up further progress of the work
- e) any other causes which, at the sole discretion of the Company is beyond the control of the Contractor.

"Hindrance Register" should be maintained for recording the hindrances. The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-In-Charge/ PRCO.

Time extension on account of hindrance shall be granted by Concerned Director based on the recommendation of the Engineer-In-Charge/ PRCO of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied. Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

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

The extension of time other than on account of hindrance shall be granted with the approval of Accepting Authority of the tender limited to DoP.

6.4. Force Majeure (FM) Clause

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

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

(b) For delays arising out of Force Majeure, the Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

- 6.5. Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-In-Charge/ PRCO/ Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

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

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

- 6.6. Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of Contractor) at same terms and conditions.
- 6.7. Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

7.0 QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP:

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

8.0 MEASUREMENT AND PAYMENT

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

- 8.1. All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.
- 8.2. Measurements shall be taken jointly by the Project Manager and by the Contractor or his authorized representative.
- 8.3. Before taking measurements of any work, the Project Manager for the purpose shall intimate the Contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.
- 8.4. In the event of failure on the part of contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Project Manager shall be taken to be the correct measurement of the work done.
- 8.5. **Payment on Account** - The Contractor shall submit monthly bill for the work carried out in accordance with the contract. The Project Manager shall then arrange for verification of the bill with reference to the measurements taken or to be taken or any other records relevant for the purpose. The payment will become due and payable by CMPDI within 30 days from the date of receipt of bill/invoice/ debit note by CMPDI.
Paying authority shall be GM(Finance), CMPDI(HQ), Ranchi.
- 8.6. Payment on account shall be made on the Project Manager certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 8.7. Any certificate given by the Project Manager/PRCO for the purpose of payment of monthly bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by the Project Manager/PRCO by any subsequent certificate or by the final certificate.
- 8.8. The Company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of mediation or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
- 8.9. Amount payable/repayable for any subsequent change in the GST will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

9.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

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

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the PRCO, then on the expiry of the period as specified in the notice
- or
- b. 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, save and except to

the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

Note: - In such cases the contractor may be Banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.

or

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

or

- d. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the PRCO in a notice in writing

or

- e. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.

or

- f. obtain a contract with the company as a result of ring tendering or other non-bona fide method of competitive tendering.

or

- g. transfers, sublets, assigns the entire work or any portion there -off without the prior approval in writing from the PRCO. The PRCO may give a written notice; cancel/terminate the whole contract or portion of it in default.

Note: Failure of existing contract in full shall be where shortfall is 50% or more in 6 (six) consecutive months or in part where shortfall of Contractor is at 30% or more in 6 (six) consecutive months.

However, when Subsidiary decides to cancel the contract in parts as per (a) & (b) above, the quantity considered for partial cancellation shall be dealt as per Clause 10 of Conditions of Contract and the balance quantity shall be executed by the Contractor as per terms and conditions for the remaining quantity both in terms of daily agreed progress of work as well as total remaining quantity.

Further, when subsidiary decides to cancel the contract in full as per (a) & (b) above, it shall be dealt as per guidelines for Special Purpose Limited Tender (SPLT) till new tender is awarded.

The approving authority shall be TAA or CMD, if originally awarded by CFDs/CMD or Board.

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

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2. On full termination of the contract or on full cancellation of the contract, the Engineer-in-charge (PRCO) shall have powers:

- A. To take possession of the site and carry out balance work through any other agency.
- B. To give the contractor or his representative of the work, 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-

Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

- C. After giving notice to the Contractor to measure up the work of the Contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Contractor or take up departmentally, to complete the work. The Contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

In such an event, the Contractor shall be liable for loss/damage suffered by the employer because of action under this Clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- I) Forfeiture of Security Deposit comprising of Performance Security and Retention Money, if any, at disposal of the employer.
- Or
- II) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates, when notice in writing for termination of work was issued to the Contractor.

It is being clarified that the above liability is over and above the penalties payable by the Contractor on account of shortfall in quantities as per provision of Clause 6.

The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the Contractor on any account or under any other contract and in the event of any shortfall, the Contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 9.1(d).

However, debarment shall be done as per Guidelines on Debarment of Firms from Bidding.

- 9.3. **Suspension of work** - The Company shall have power to suspend the progress of the work any part thereof and the Engineer-In-Charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Company equal to the period of such suspension.

9.4. **Foreclosure of contract in full or in part –**

If at any time after acceptance of the tender, the company may decide to abandon or reduce the scope of the work in following circumstances:

- a) A drop in requirement consequent upon change in geological conditions not allowing company/ management to proceed further being detrimental to the interest of Company.
- b) Continuation of work may endanger safety and security of men and property of the company.
- c) Causative events like land acquisition problems/problem of shifting of villagers etc.

- d) If at any time after acceptance of the tender, the Company decides to abandon or reduce the scope of the work for any reason whatsoever as decided by the Company, other than non-availability of the statutory Clearance(s) viz. (i) Notification under Section 4(i) of CBA Act, 1957 & (ii) Permission for exploration in Forest Areas.

In this case, the Project Manager/PRCO shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work in such cases, the company shall be liable to pay the Contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.

The Contractor shall, if required by the Project Manager/PRCO, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Project Manager/PRCO to assess the amount payable in terms of part 9.3 (a), (b), (c) and (d) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

However, the penalty on account of shortfall quantity as per clause 6.2 will be levied on the contractor.

10.0 ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:

If the progress of the work or of any portion of the work is unsatisfactory, the PRCO, after giving the contractor 15 days' notice in writing, without fully cancelling/terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money at disposal of the employer.
- Or
- ii) 20% of value of cancelled work. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of agreement) at the agreement rates when notice in writing for termination of work was issued to the contractor. The certificate to be issued by the PRCO for the cost of the work cancelled/terminated shall be final.

The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the PRCO, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

All the other terms and conditions of contract shall remain unaltered.

11.0 COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE

On completion of the work and notifying the same by the Contractor to the Engineer-In-Charge, Completion Certificate shall be issued by the Engineer-In-Charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of Security Deposit shall, however, be made as per relevant Clause of the contract.

12.0 RESPONSIBILITIES OF THE CONTRACTOR

- i. The Company reserve the right to let other Contractors in connection with the project and the Contractor/Contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The Contractor/Contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the Contractor/Contractors to remove from the work site any men of the Contractor/Contractors who in his opinion is undesirable and the Contractor/Contractors will have to remove him within three hours of such orders.

- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

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

- iv. The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The Contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the Contractor's/Contractors' tendered rates.
- vi. The Contractor/Contractors shall furnish to the Engineer-in-charge or his authorized representative with work reports from time to time regarding the Contractor/Contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- vii. All duties, taxes (including Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the 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. Applicable GST, either payable by bidder or by company under reverse charge mechanism shall be dealt as per GST Act.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of 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 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. CMPDI) 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 bidder/Contractor.

However, in case 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. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CMPDI directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CMPDI as per rule.

If CMPDI 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 CMPDI 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, if any.

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.

- viii. The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- ix. The Contractor/Contractors shall make his/their own arrangement for all equipment, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the Company.

The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.

- x. No sub-letting of the work as a whole by the Contractor is permissible. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.
- xi. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction.

The Contractor shall comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The Contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

The Contractor/Contractors shall not pay less than the wages fixed (notified and prevalent during execution of the bid for activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories.

The payment of wages to the workers should be made through Bank.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

The Contractor shall arrange treatment facilities to Contractor's workers. However, treatment facilities, as available at Company's hospital and dispensary shall be provided to Contractors' workers, in case Contractor wants to avail it. The treatment facility at Company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.

The Contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.

The Contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workermen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The Company shall have no responsibility / liability whatsoever on these accounts. The Contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The Contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

The Contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge of the project.

The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the Contractors or by any act of omission/ commission on the part of the Contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the Company shall be recovered from the Contractor along with the costs and expenses incurred by the Company on the same.

- xii. The Contractor will have to make necessary security arrangement.
- xiii. All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.
- xiv. **Insurance** - The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for 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, if any:
 - a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
 - b. The Contractor shall pay directly the ex-gratia amount of *[Rs 25 lakhs or such other amount as decided by the Company from time to time]* to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged to assure such payment of *Rs 25 lakhs** in case of death in accident on site within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor.

If the Contractor fails to disburse the special Relief / Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and / or other subsidiaries /CIL

- c. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-Contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted rate.
 - d. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor. The Contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

- xv. **ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.**

- a. The successful Bidder shall arrange accommodation, security etc. of its own for its workmen. The employer shall not provide any land for setting up of labour camp and the Contractor shall make his own arrangements. However, Company may provide accommodation, if available, on chargeable basis on request made in writing by the Contractor.
- b. Subject to availability, the employer may allot at his own discretion and convenience, land for the construction of Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement with the approval of Engineer-In-Charge.

Providing Land for establishing Diesel Dispensing Unit(s) alongwith workshop may be agreed on the request of the Contractor depending on the merit of the case and subject to availability of land.

The Contractor shall obtain all statutory approvals/license and ensure compliance of all applicable provisions for establishing of Diesel Dispensing Unit(s).

Diesel Dispensing Units will be used by the Contractor only for their own use in the contracts awarded by the Company.

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

The Contractor shall not use the land for any purpose other than that for or in connection with the contract.

In case Contractor requires any land additional to what is made available to him, the Contractor shall make arrangement for the same at his own cost.

- c. It will be the responsibility of Contractor, to whom the work would be allotted, for making other arrangements at their own cost.
- d. 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 of power 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 of EIC, all the damages sustained.

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

Note: -

- The Contractor shall submit to the Engineer I/C within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements. If any, to allow the planning of the temporary electrical distribution by the Engineer I/C.
- The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. In extreme emergency, if more supply points are required due to non-feasibility of power supply from one point at another work place, the requirement to be evaluated by Engineer I/C for the work & Project manager of the site and approval of Regional Director of Regional Institute in writing to be taken, specifying the

reason for providing more than 01 (One) supply point.

- The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply.
- Power supply for labour colonies (if any) shall also be provided at one point.
- The contractor shall be charged for the power supplied at work site and labour colonies as per the rate of the respective Supply point of Distribution agency from where power is being received by the contractor.
- Engineer I/C of the work and Project Manager of the project is responsible for proper & timely meter reading, monthly bill raising against energy consumed and deduction from the bills of contractor on monthly basis.
- The electricity rate may be calculated in the following way:

Total Monthly Bill Amount as raised by Distribution Agency (A)	Total KVAH consumed by the Area (B)	Unit Rate (C) = (A) / (B)	Total KVAH consumed by the contractor as per the energy meter reading (D)	Total Electricity charges of the Contractor for the month (E) = 1.05* (C) * (D)
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- The total electricity charges of the contractor for the month also includes 5% internal distribution loss charges / administrative charges.
 - The derived rate will cover all the charges including electricity duty. Also, GST is to be charged at the applicable rate.
 - At the point of metering, the contractor has to bear the cost for installation of energy meter, AB switches, Changeover Switches etc. as and when required to maintain electrical safety.
 - It is the responsibility of contractor to ensure maintenance of all the electrical equipment, as mentioned above. Breakdown of any equipment (as stated above) must be repaired/rectified/replaced by the contractor immediately, but not later than 30 days. If not repaired within the stipulated period. Engineer-In-Charge & Project Manager of the project will ensure that the repairing/ rectification/ replacement is done through them and the resultant cost is deducted from the bill of the contractor.
- e. The Contractor shall make his own arrangement for water required for the work. Mine water, if available, may be utilized for this purpose and shall be provided free of cost. Arrangement of its pumping and distribution for use in his work shall be responsibility of Contractor. Drinking water, if available, will be provided free of cost by Company at one point. Distribution to required places will be the responsibility of Contractor. The employer doesn't guarantee uninterrupted supply. It will incumbent on the Contractor to make alternative arrangement for drinking water at his own cost.

13.0 DISPUTES RESOLUTION:

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".
3. The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c) Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to:
For works executed at Regional institute where Regional Directors is not Engineer-in-charge (EIC) and EIC is under the administrative control of Regional Director:	Regional Directors (RD)
For works executed at Regional Institute and Regional Directors is Engineer-in-charge:	HOD (concerned department), Subsidiary HQ
For works executed at / through HQ level where HOD (concerned department) is not Engineer-in-charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD (concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

- a) Adjudication
- b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary/CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows :

Mediation

- (i) Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
- (ii) **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.
- (iii) **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:
 1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
 - i. A retired judge.
 - ii. A retired high-ranking officer and/ or technical expert.
 2. In cases where a HLC is constituted, the Company may either

- i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
 - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
 - iii. use the HLC itself as the mediator.
3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
 4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
 5. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
2. Within 30 days of receipt of the "Notice of Mediation", the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

(v) Venue: Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) The Process:

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—
 - i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;

- ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
- iii. documents prepared solely for the conduct of mediation or in relation thereto;
- iv. any other mediation communication.
- v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

(vii) Termination of Mediation: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non- settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

(viii) Mediated Settlement Agreement (MSA):

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

SPECIAL TERMS & CONDITIONS (STC)

The following Special terms & conditions are also acceptable to the company. The Bidders are requested not to quote any additional conditions in their tender.

1.0. PRICE VARIATION CLAUSE

The quoted price shall remain firm & final for the period stipulated for completion of the work, except the escalation/de-escalation on account of increase/ decrease in the price of POL as per provision given at sl. no. 1.3, 1.4 & 1.5 (only POL component).

In case the work is not completed during the stipulated period due to Force Majeure Condition and/ or delay in statutory Clearance(s) viz. (i) Notification under Section 4 (i) of CBA Act, 1957 & (ii) Permission for exploration in Forest Areas; one time escalation/de-escalation of contract price to the tune of 50% on account of increase/ decrease in the price of wages of labour and materials required for execution of work will be applicable as per provision given at sl. no. 1.1, 1.2 1.4 & 1.5 (only labour & Material components). The said one time escalation/de-escalation of the contract price on account of wages of labour & Material components would be applicable for the extended contract period, which will not be more than the original contract period. However, the escalation/de-escalation on account of increase/ decrease in the price of POL will continue as per the above stipulation for the entire contractual period.

- a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the contractual period including such period for which the contract is validly extended under the provisions of the contract without any penal action.
- b) The base date for working out such price variation shall be the last date on which the price bids are stipulated to be received.
- c) The compensation of price variation for POL shall be worked out at quarterly intervals and shall be with respect to the cost of actual work done during the previous three months. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

Simple average of the rates of diesel prevailing at same reference place in a period shall be taken as the rate of diesel for calculation of diesel escalation/de-escalation for that period of work.
- d) If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the Contractor, escalation on prices shall not be allowed further and the prevailing contract price will continue for completion of the work, consequently clause 6.0 of the General Terms & Condition will be applicable.

1.1. PRICE VARIATION FOR LABOUR

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated as per aforesaid provision in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - Lo}{Lo} \times \frac{50}{100}$$

Where:

- VL = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 1.4 of this section.
- A = Component of labour expressed as percentage of the total value of work adopted from Table-1 of this section.
- Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Government, whichever is more, applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.
- L = Revised minimum wages of unskilled workers on the date of completion of initial contract period.

1.2. PRICE VARIATION ON MATERIALS

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated as per aforesaid provision in accordance with the following formula:

$$V_m = W \times \frac{B}{100} \times \frac{M - M_o}{M_o} \times \frac{50}{100}$$

Where:

- V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 1.4 of this section.
- B = Component of material expressed as percentage of the total value of work adopted from Table-1 of this section.
- M_o = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India, relating to the last date on which the price bids or revised price bids whichever is later was stipulated to be received.
- M = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India on the date of completion of initial contract period.

1.3. PRICE VARIATION ON POL

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated as per aforesaid provision in accordance with the following formula:

$$V_f = W \times \frac{C}{100} \times \frac{F - F_o}{F_o}$$

Where:

- V_f = Variation in the cost of fuel, oil and lubricants i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 1.4 of this section.
- C = Component of POL expressed as percentage of the total value of work adopted from Table-1 of this section.
- F_o = Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. Of India prevalent on the last date of receipt of price bids or revised price bids whichever is later.
- F = Average Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. of India for the period to which escalation/ de-escalation relates.

1.4. WHILE CALCULATING THE VALUE OF "W" THE FOLLOWING SHALL BE NOTED

The cost on which the escalation/price variation shall be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Project Manager/PRCO (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost shall not include any work for which payment is made at prevailing market rates.

- 1.5. In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis/mutandis apply.

Table-1: Value of A, B & C in the Price variation formula

A (Labour Component)	B (Material Component)	C (POL Component)
55	35	10

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the Contractor then the Price Variation Clause will not be revived and no payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.
- iv) In some cases the total delay may be partially due to causes not attributable to the Contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

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.
 - 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.
 - 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.
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/CMPDI 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.

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 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 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
9. The above 'Debarment' shall be in addition to other penal provisions of Bid Document /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 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 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/ Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or 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 CIPP Portal/CIL/Subsidiaries/GeM Portal).

SCOPE OF WORK

The work is non-divisible and shall be carried out by single contractor

Item wise Bidder's Scope of Work – General Exploration (G2) of Coal in Harrapathar Block, Pench Kanhan Tawa Valley Coalfield District-Betul, Madhya Pradesh is proposed to be conducted in the block which includes the following activities to be carried out by the successful Bidder:

Item No.	Sr. No.	Sub-item
Item-1	1	a. RL to be carried from nearest railway station or nearest Survey of India benchmark with closed traverse survey using latest electronic total station survey equipment. RL should be submitted in meters with at least centimeter level accuracy. b. Coordinates of completed boreholes will be determined with closed traverse survey by establishing network of survey stations with latest electronic total station survey equipment in "coal-grid" in meters. Borehole and survey station coordinates should be submitted in coal grid in meters with at least centimeter level accuracy.
	2	38,500.00m (+/-30%) meters of vertical diamond core drilling in HQ/NQ/BQ or equivalent sizes having envisaged depth of Up to 1200 meters (approximate) with >90% recovery in coal and >80% recovery in non-coal portion; sealing of boreholes and erection of borehole pillars.
	3	<u>Topographical survey (on RF 1:10000)</u> including surface contours, boreholes and determination of reduced levels of boreholes.
	4	38,500m Drill core logging (lithological characteristics, structural features, geotechnical properties, RQD). Laboratory Studies
	5	Packing and transportation of coal cores to laboratories for chemical analysis as per advice of the Project Manager
	6	Packing and transportation of coal and non-coal cores of maximum 5 boreholes wherein maximum strata and coal seams have been intersected to laboratory for physico-mechanical, Critical mineral investigation and REE study as per advice of the Project Manager.
Item-2	1	Geophysical logging of 19250 (+/-30%) meterage (50% of drilling meterage) Geophysical logging includes: (a) Dual density (c) Natural gamma (d) Caliper (e) SPR. (f) Resistivity
Item-3	1	Deviation Survey -19,250m(+/-30%)(Depth>500m)
Item-4	1	Full Wave Sonic Logging - 5000m(+/-30%) (additional parameter for PMT + REE)
Item-5	1	Spectral Gamma Log: 1200m(+/-30%) (additional parameter for PMT + REE)
Item-6	1	HR Acoustic Tele viewer Log: 5000m(+/-30%) (additional parameter for PMT + REE)
Item-7	1	Neutron Log: 5000m(+/-30%) (additional parameter for PMT + REE)

- Note: 1. The total meterage indicated is likely to vary by (+/-) 30% depending on the complexities revealed during exploration (Refer Clause 5.4 of General Terms & Conditions).
2. Bidder shall prepare Monthly Progress Report (both Hard Copy and Soft Copy) in respect of all activities as per standard format provided by CMPDI and submit to PRCO or his authorized representative for verification and certification for acceptance by CMPDI. Also DPR (daily progress report) must be provided in soft copy.
3. The Monthly Progress Report(s) submitted by the Bidder and accepted by the Project Manager (or his authorized representative) shall be the basis of assessment of the progress.

1.1 Bidder's Scope of work

- a) Bidder will prepare Exploration scheme and submit the scheme to CMPDI for scrutiny.
- b) Bidder will carry out the coring drilling, Geo-physical Logging, Deviation and other parameters as mentioned in Item 4 to Item 10.
- c) Bidder will dispatch the coal core samples to the CMPDI designated Lab. after instruction from CMPDI.

1.2 CMPDI's Scope of Work

CMPDI shall arrange necessary statutory clearances for exploration in Forest Areas.

- (i) Status of permission for exploration in Forest Areas:

Note: In case statutory clearance(s) is not provided within the contract period/mutually agreed extended period; the work order will be terminated (Partly or Fully) without any financial implication on either side.

- ii) CMPDI shall scrutinize the exploration scheme, suggest and approve the borehole locations, select/approve boreholes for special tests, randomly/regularly check and verify completed and ongoing works.

2.0 Laws governing the coal sector in India

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

Table-2.1

S.No	Acts / Rules /Regulations	Promulgation
1.	The Mines & Minerals (Regulation & Development) Act	1957
2.	The Mineral Concession Rules	1960
3.	The Coal Bearing Areas (Acquisition and Development) Act	1957
4.	The Mineral Conservation and Development Rules	1988
5.	Coal Mines (Nationalization) Act	1973, amended in 1993
6.	The Coal Mines (Conservation and Development) Act	1974
7.	The Land Acquisition Act	1894
8.	Forest (Conservation) Act including Rules	1980
9.	Water (Prevention and Control of Pollution) Act including Rules	1974
10.	Air (Prevention and Control of Pollution) Act including Rules	1981
11.	Environmental (Protection) Act	1986
12.	The Mines Act	1952
13.	Mines Rules	1955
14.	Coal Mines Regulations	1957
15.	The Contract Labour (Regulation and Abolition) Act	1970

In addition to the **Acts / Rules /Regulations** mentioned above in the table 2.1, there are acts, bye laws dealing with the use of explosives, motor vehicles, electricity, wages and remuneration etc. Another category of acts relates to marketing, distribution, sales, pricing, contracts, transportation, exports / imports of various minerals.

3.0 Duration of the Contract: Duration of contract shall be as follows:

Period for Mobilization (days)	Period for Exploration activities (days)	Total Contractual period (days)
30	640	670
N.B: Zero date shall be the day of the issue of work order or handing over the relevant document to the contractor, whichever is later.		
1.CMPDI after reviewing the recommendations given by the Bidder in DPR/MPR may, however, may reduce/increase by 30% the Exploration work at existing terms and conditions. Accordingly, the duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities.		

2. Work schedule for each calendar month during contract period (excluding mobilization period) shall be derived on mutual consent with the contractor/service provider considering the effect of rainy season during contract (excluding mobilization period).

4.0 Details of Scope of Works

- 4.1 Bidder with his declared owned/leased drills and equipment's shall carry out drilling in HQ/NQ/BQ sizes. Reduction in size of boreholes below BQ size shall not be allowed. Bidder shall mobilize within mobilization period all the rigs declared in the bid submitted against the tender of the block.
- 4.2 Bidder shall make efforts to obtain maximum core recovery in coal seams and non-coal strata. In no case the recovery should be less than 80% in non-coal and 90% in coal strata, except in fault zone, weathered zone, soil and structurally disturbed area.
- 4.3 Boreholes are desired to be vertical. Bidder will take all possible precautions and skill to maintain verticality of the boreholes.
- 4.4 The locations of the boreholes finalized in consultation to CMPDI shall be fixed on the ground by the Bidder.
- 4.5 After completion of drilling, each borehole shall be sealed (plugged) by the bidder. After sealing, the bidder shall construct and erect pillars [of standard size to be specified by CMPDI] with Borehole Number at the borehole sites at his cost.
- 4.6 The bidder shall be responsible for:
 - (i) Preservation of cores with proper depth markings at the end of every run,
 - (ii) Geological logging of the cores and keeping cores ready for inspection by CMPDI,
 - (iii) Providing strong core boxes and preserving samples therein duly wrapped in polythene,
 - (iv) Sending packed core boxes for chemical/physico-mechanical/REE investigations on coal cores/borehole cores to laboratories designated by CMPDI for analysis at his cost. CMPDI will bear the cost of analysis.

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

- 4.7 In case of lower core recovery in normal geological conditions or jamming of the boreholes before completion of depth, deviation drilling/re-drilling shall be carried out by the bidder at his own cost on the instruction of CMPDI. However, if re-drilling is resorted to, the borehole location point shall be at the nearest possible distance from the original borehole and the bidder shall be free to do non-coring drilling up to the depth from where the coring drilling is required for generating cores with stipulated recovery.
- 4.8 If a borehole fails to drill up to the targeted depth due to drilling difficulties or otherwise, the bidder shall have to re-drill a fresh borehole in lieu of the abandoned borehole. However, bidder need not to drill a fresh borehole in lieu of that abandoned borehole in which more than 80% of the targeted depth has been achieved provided that number of such abandoned boreholes are within 10% of the planned number of boreholes for the block and they are scattered over the block. CMPDI shall pay for drilling against such abandoned borehole(s) up to 3 (three) m depth beyond floor of last correlated seam. If last correlatable seam or basement (Talcher / Metamorphic) has not been encountered up to project depth of the boreholes the meterage will be accepted upto projected depth.
- 4.9 CMPDI shall have no responsibility towards construction of approach roads to field sites, arranging the water supply for drilling, watch and ward, and safety of men and material of the Bidder.
- 4.10 Decision for closure of the boreholes shall be taken by the Project Manager.
- 4.11 Immediately after completion of work on each site, the Bidder shall at his own cost remove all equipment and unused materials; fill in and level pits and reinstate the site to its original conditions.

- 4.12 No extra cost shall be paid towards any “fishing” operation in connection with failure of tubular, bit etc., inside the borehole. No time extension will be provided for “fishing” operation and delay shall attract L/D clauses.
- 4.13 The Successful Bidder’s Scope of Work shall also include all the obligations covered in NIT, General Terms & Conditions, Additional Terms and Conditions and Technical Document.
- 4.14 The Scope of Work shall include bringing in and/ or procurement and/ or deployment of Bidder’s own equipment and personnel.
- 4.15 Site preparation, supply, transportation to site, water arrangement, lighting, etc., shall be responsibility of the successful Bidder.
- 4.16 The manpower deployment by the Bidder should be in conformity to the laws and regulations applicable in India. However, CMPDI will have no liability, whatsoever, with regard to the manpower provided by the selected Bidder within or after the contractual period.
- 4.17 The Bidder shall also submit recorded data of geophysical investigations carried out by him in digital format.
- 4.18 The bidder is required to carry out multi-parametric geophysical logging in 100% boreholes in coring as well as non-coring drilling *with consultation of CMPDI to verify the drilling data. The multi-parametric geophysical logging must include following:*
(I) BASE LOG, (II) DUAL DENSITY, (III) NATURAL GAMMA RAY (IV) CALIPER, (V) SINGLE POINT RESISTANCE (VI) RESISTIVITY LOGS.
- *Payment for Geophysical Logging can only be made when above mentioned compulsory parameters are logged {Sl. No. (i) to (V)}.*
 - *Regarding Other Parameters 20% deduction shall be made in case of absence of Sl. No. (vi).*
- In Addition to above Geophysical logging following Geophysical items will be taken up as per following details A to H
- A. Deviation Survey.
 - B. Full Wave Sonic Logging.
 - C. Spectral Gamma Log.
 - D. HR Acoustic Tele viewer Log
 - E. I.P. Log:
 - F. Magnetic Susceptibility Log:
 - G. Temperature & Fluid Conductivity Log:
 - H. Neutron Log.
- In case CMPDI itself decides to take up geophysical logging of any borehole/and surface geophysical survey, the bidder shall have to provide access to boreholes and extend all logistic support to CMPDI for conducting the investigations and survey of profile lines at bidder's cost. The logistic support in geophysical logging would include washing of boreholes, fishing of stuck up borehole and space for logger van at the drill site. The casing provided in the borehole needs to be kept intact till completion of geophysical logging. In case of geophysical survey, the logistic support shall include physical sighting of boreholes in the block besides supply of coordinates of boreholes.
- 4.19 Locations of all surface features (natural & artificial) shall be surveyed by the Bidder for their three dimensional co-ordinates. Spot levels at suitable intervals shall be taken up for generating contours at specified interval for the entire area. The detailed survey for topographical mapping shall be carried out with reference to the primary order of Control Stations or by establishing secondary order of Control Stations (with reference to primary order of control station), depending upon nature and extent of the area. Any unusual condition or formation on the ground, forest area, location of rock outcrops (if visible on the surface) and springs / falls, possible aggregate deposits etc. shall also be surveyed.
- 4.20 Spot levels shall be taken at about every 20m interval and also at closer interval wherever abrupt change in ground elevation is found so that sufficient points properly distributed over entire area shall be located for generating contours at specified intervals.
- 4.21 All surface features, contours including control stations, boundary pillars, forest area existing and / or abandoned quarried etc. shall be shown on topographical plan / map by means of conventional symbols (preferably symbol of Survey of India Maps).

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

- i) Establishing horizontal and vertical controls of primary and secondary/ tertiary orders.
- ii) Detailed surveying and leveling for locating all kinds of surface features (natural & man made) and contours at specified intervals.
- iii) All surveying and leveling operations shall commence and close upon known control stations.
- iv) All necessary precautions as per standard survey practice should be scrupulously observed to avoid various types of errors.
- v) *Borehole and Block Boundary to be surveyed on WGS-84 Platform. The base should be fixed in consultation with CMPDI.*

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

Sl. No.	Type of surveying & leveling	Accuracy in surveying		Accuracy in leveling	Remarks
		Angular	Linear		
1	Primary order a) Traversing b) Triangulation / Trilateration c) Levelling for B.M. establishment	LC $\sqrt{n}$ second 15 second (triangles closure) -	1:10,000 - do - (discrepancy between measured & computed base) -	- - (+/-) 1 cm per km	Where LC is the least count of the instrument and n is no. of traverse stations
2	Secondary order a) Traversing b) Levelling for B.M. establishment	10 $\sqrt{n}$ second -	1:5000 -	- (+/-) 1 cm per km	- do -

5.0 Statutory Rules

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

- (a) The successful Bidder should follow all statutory rules, regulations applicable laws etc. and statutory requirement related to government licenses, workmen compensation, insurance etc, including Minimum Wage Act, for their personnel. Machine operators and others, to whom the work would be allotted, should be provided safety shoes and helmets etc. by the successful Bidder. The successful Bidder is required to indemnify CMPDI from any liability falling on CMPDI due to an act of commission/omission by the successful Bidder or by its representatives or by its employees or by any third party in execution

of the contract. If CMPDI is made liable for such claim by the Court or other Authority, the same should be reimbursed to CMPDI by the successful Bidder as if CMPDI has paid on their behalf.

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

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

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

6.0 Accommodation, site office:

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

7.0 Wage Payment

The successful Bidder shall make payment of minimum wages to its staff/personnel as per Contract Labour (R&A) Act 1970 and Contract Labour (R&A), Central Rules 1971. The successful Bidder shall submit to CMPDI monthly return of payments made to its employees. Copies of returns towards payment of provident fund on behalf of its employees shall also be submitted to CMPDI within seven (7) days of its submission. Inadequate wages paid and other statutory dues (including provident fund) not paid to the employees in terms of minimum wages act or other statutory rules and regulations in force in India, shall be termed as breach of contract.

8.0 Other Obligations of Successful Bidder:

The responsibility of acquiring/hiring land required for drill sites and other allied operations as well as payment of compensation to land owners shall be the responsibility of the Bidder.

PRE CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

General

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of 20.... Between, on one hand, Coal India Limited / CMPDIL. Acting through Shri, Designation of the officer, (hereinafter called the "BUYER Principal". Which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri Chief Executive Officer (hereinafter called the "BIDDER / Seller / Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute (Name of the work) and the BIDDER / Seller is willing to offer / has offered the services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practice and the BUYER will commit to prevent corruption, in any from, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1: Commitments of the Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand; take a promise for or accept, for him/herself or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2: Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person

any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC, further the Bidder(s)/Contractor(s) will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality Shall furnish the Name and address of the foreign principals If any, Further details as mentioned in the "Guidelines on Indian agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian rupees only. *The Guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure (Guidelines for Indian Agents for Foreign supplier) of this document.*
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision I the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s)/Contractor(s).
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section-4: Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value(Excluding GST) or the amount equivalent to Performance Bank Guarantee.

Section-5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings".

Section-6: Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

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

Section-8: Independent External Monitor

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor s under contractual obligation to treat the information and documents of the bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman the Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offences or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.

Section-9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all the Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairman, Coal India Limited / CMD, Subsidiary Companies.

Section-10: Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or Joint venture(JV)/ consortium , this agreement must be signed by all partners members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (Guidelines for Indian Agents for Foreign supplier), the Clause in the Integrity Pact will Prevail.

Section-11: Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section-12: Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

Section-13: Other Legal Actions.

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law n force relating to any civil or criminal proceedings.

.....

(For and on behalf of the Principal)
(Office Seal)

Place

Date

.....

(For and on behalf of Bidder/Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign Supplier (Part of Integrity Pact)

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized India Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization – signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same tender. Also one manufacturer can authorize only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them the specific service rendered by them. The Indian Agency commission will payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principle supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To,

Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031

Re: Bank Guarantee in respect of GeM Bid no.—Dated..... Between.....(Name of the Company)
and.....(Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance..... dated..... (herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its Branch/Office at..... have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due ~~with interest~~ without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum ofand Company's interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day * of * and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

** 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code)
(Address)

The Bank Guarantee as referred above shall be operative at our branch at..... payable at..... (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON
ACCOUNT BILLS

To

Re: Bank guarantee in respect of contract No..... Dated.....
between (Name of the)
And (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for release of equivalent amount of Retention Money as per Terms and Conditions of the said Contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Retention Money.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the Terms and Conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and Company's interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the Terms and Conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code -
- iv) SWIFT -
- v) Telephone No. -
- vi) Fax No. -
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code -
- iii) IFSC Code -
- iv) SWIFT -
- v) Telephone No. -
- vi) Fax No. -
- vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day*..... of*..... and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

** The validity of the Bank Guarantee shall be for a period of "01 year" or "240 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 "01 year" or "240 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 Bank Guarantee, the Contractor shall furnish an extended, renewed or replacement Bank Guarantee 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 Bank Guarantee, 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.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)
(Name)
(Designation)
(Code)
(Address)

"The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....(Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

Instructions to Bidders for both the above BGs

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of Central Mine Planning & Design Institute Ltd. shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii) (Company name) has chosen (Bank name) and (Bank name) to act advising/beneficiary bank of (Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No	
		v.	Department	
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	
		iii.	Branch Code	
		iv.	Beneficiary Bank Branch IFSC	
		v.	Beneficiary Bank Address	

* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned.

** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned.

*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned.

- i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the(Bank name) (IFSC-_____) or(Bank name) (IFSC-_____), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _____to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.
- iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to Central Mine Planning & Design Institute Ltd. at Ranchi by Speed Post /Registered Post (AD)

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031**

Sub: Authorization for release of payment due from Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. Name of the Party : _____
2. Address of the Party : _____
City _____ PIN Code _____
3. E- Mail Id _____
4. Permanent Account Number _____
5. **Particulars of Bank**

Bank Name											Branch Name										
Branch Place											Branch City										
PIN Code											Branch Code										
MICR No.																					
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)																					
RTGS CODE																					
Account Type	Savings					Current					Cash Credit										
Account Number (as appearing in the Cheque Book)																					

6. **Date from which the mandate should be effective:** _____

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us..

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp :

Date:

(Signature of the Authorized official from the Banks)

(An Undertaking on the bidder's letter-head)

KEY PROFESSIONAL & FLEET REQUIREMENT

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

1. I/ We am/ are submitting Bid for the work.....against Tender ID.....
and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I/We will deploy the adequate number of Drilling rigs/Survey Instrument/ Geophysical Logging unit/Seismic data
acquisition system and accessories / equipment of required capacity, either owned or hired to ensure required
progress of work during entire contract period
3. I/We will engage the adequate number of Geologist/Surveyor/ Geophysicist for successful execution of the job and
to achieve required progress of work during entire contract period.

Signature of the Bidder with seal of the firm

Letter of Bid

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID
(TO BE ACCEPTED THROUGH GTE OF BSC)

To,
The Tender Inviting Authority,
Central Mine Planning & Design Institute, Ranchi.

Sub. : Letter of Bid for the work "General Exploration (G2) of coal in Harrapathar Block, PENCH
Kanhra Tawa Valley Coalfield, in Betul District in the State of Madhya Pradesh, India"
Ref. : Tender Ref. No. CMPDI/CMC/2025-26/16
Tender ID:

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute Limited, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and date of commencement of the work will be reckoned from the actual date of issue of letter of acceptance/contract or handing over the relevant document to the contractor, whichever is later. In case of our failure to abide by the said provision Central Mine Planning and Design Institute Limited, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months.

UNDERTAKING

(UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

THIS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED IN BSC AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY : (TO BE ACCEPTED THROUGH GTE OF BSC)

We solemnly declare that:

1. I/ We am/ are submitting Bid for the work.....against Tender ID..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. *I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. 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 04.06.2020, issued by Govt. of India as amended from time to time.
7. **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.

(Where applicable, evidence of Competent Authority shall be attached.)

8. 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.]

UNDERTAKING

(TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTERHEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, LOCAL SUPPLIER STATUS OF THE BIDDER, CIPP ETC.:

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 Central Mine Planning and Design Institute Limited, Ranchi

OR

The details of relatives of Myself/Our Partners/ Directors working as employee of Central Mine Planning and Design Institute Limited, Ranchi 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/Step-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 debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
Or
* I / Wehave been debarred or banned by the organization named "_____" for a period of..... year/s, effective from to.....
 4. 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 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content).
The details of the location(s) at which the local value addition is made, is / are as under:
1.
2.
 5. 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 / Wehave 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.....

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.

6. *I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
7. *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.....

8. 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.

[* Delete whichever is not applicable.]

AGREEMENT FORM

This agreement, made the _____ day of _____ 202__ between _____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute for Detailed Exploration in the ----- Block, ----- Coalfield of ----- District in State of ----- offered vide Tender ID _____ (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (i) Letter of Acceptance;
 - (ii) Notice to proceed with the work;
 - (iii) Contractor's Bid;
 - (iv) Conditions of Contract;
 - (v) Specifications;
 - (vi) Drawings;
 - (vii) Bill of Quantities;
 - (viii) Scope of work and Conditions of Contract;
 - (ix) Integrity Pact and
 - (x) Any other document listed in the Bid document/ Contract as forming part of the contract

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

The Common Seal of _____

was hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Signature of Witness
(Name, address & Date)

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture/Consortium agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at

Represented by Shri..... (Name and Designation) of M/s....., who has power of Attorney to enter into Joint Venture/Consortium with.....and sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as"")

AND

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s....., who has power of Attorney to enter into Joint Venture/Consortium with.....and sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

AND

M/s....., having its registered Office at

Represented by Shri.....(Name and Designation) of M/s....., who has power of Attorney to enter into Joint Venture/Consortium with.....and sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

The expressions M/s and M/s.....and M/sshall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture/Consortium /Parties" and individually as "Joint Venture/Consortium Partner/Party".

WHEREAS M/s.....and M/s..... and M/sagreed to form a Joint Venture/Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of(Hereinafter referred to as "Project") under (hereinafter referred to as "the Principal Employer").

The Parties hereby enter into this Joint Venture/Consortium Agreement (hereinafter referred to as "Joint Venture/Consortium agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract Terms and Conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE / CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture/Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture/Consortium shall be "....." (hereinafter called the "Joint Venture/Consortium").
- b) The Head Office of the Joint Venture/Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the Project will be made to..... Telephone Nos.....

Note: Contact Details of Lead Partner as mentioned below.

- c) Neither of the parties of the Joint Venture/Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium to any party including the existing partner of the Joint Venture/Consortium.

- d) The terms of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
- i) The Joint Venture/Consortium fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture/Consortium.
 - iii) The Employer cancels the Project.
 - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.
 - v) Both parties agree to terminate this Agreement in writing.
 - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture/Consortium agreement.

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.

Authorization of Lead Partner for 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/Consortium 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.

3) **REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE/CONSORTIUM.**

Each constituent party of the Joint Venture/Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

<u>JV/Consortium Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
M/s _____	_____	_____
M/s _____	_____	_____
M/s _____	_____	_____

4) **PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture/Consortium shall be as follows:

M/s.....	 %	(.....percent)
M/s.....	 %	(.....percent)
M/s.....	 %	(.....percent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES

All partner of Joint Venture/Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV/Consortium partners.

7) BID SECURITY

Bid Security, Performance Security and other securities shall be paid by the Joint Venture/Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture/Consortium will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE/CONSORTIUM

- a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture/Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture/Consortium partners, Joint Venture/Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture/Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture/Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture/Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture/Consortium shall be discharged through the said Joint Venture/Consortium Bank Account only and also all the payments received or paid by Company to the Joint Venture/Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE/CONSORTIUM ACTIVITIES.

The Joint Venture/Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture/Consortium in connection with the Project shall be paid from the account of the Joint Venture/Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

- a. Neither party of the Joint Venture/Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium to all third party without the Agreement of the other party in writing.
- b. Subject to the above Clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For.....
Signature _____
(Name & Address)
(Official Seal)
Place.....
Date

Witness
Signature
(Name & Address)

For.....
Signature _____
(Name & Address)
(Official Seal)
Place.....
Date

Witness
Signature
(Name & Address)

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO BE
ACCEPTED UNCONDITIONALLY BY BIDDER/S THROUGH BSC SHEET

(To be signed on Plain Paper)

To
Tender Inviting Authority,
Central Mine Planning & Design Institute Ltd.

Sub: Declaration towards CIPP by Bidder

NIT No:

Date:

Dear Sir,

I, Sri,, proprietor, representative, partner ofI / We, _____ Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)

(Office Seal)

Place

Date

Witness 1:

(Name &

Address)_____

Witness 2:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:

(Name &

Address)_____

Witness 2:

(Name & Address)

Code of Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“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.

All such Bidders having a Conflict of Interest, shall be disqualified.

Earnest Money deposited by such defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12(twelve) months from the date of issue of such letter. In case of JV/Consortium/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Consortium/Partnership firm and in case of Company then only the Company shall be debarred.

Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a. Forfeiture or encashment of bid security;
 - b. calling off of any pre-contract negotiations; and
 - c. rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b. Forfeiture or encashment of any other security or bond relating to the procurement;
 - c. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b. In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
 - c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

NOTE FOR INFORMATION TO THE BIDDERS: Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation (BSC) Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

(FORMAT FOR LOCAL CONTENT CERTIFICATE FOR PROCUREMENT VALUE MORE THAN 10 CR.)

Ref. No:

Date:

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.:

dated

I/We ~~the Statutory Auditor~~ / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s, having registered office at hereby confirm that the percentage of local content in the offered product / service of M/s is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

OR

I/We ~~The Statutory Auditor~~ / the Cost Auditor / Practicing Cost Accountant/Practicing Chartered Accountant (Strike-off which is not applicable) of M/s, having registered office at hereby confirm that the percentage of local content in the offered product / service of M/s is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

(Delete whichever is not applicable.)

The details of the location(s) at which the local value addition is made, is / are as under:

- 1.
- 2.

For (Name of the firm)

Name of the Statutory Auditor / the Cost Auditor (in case of companies) / Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

Official Stamp

UDIN No.:

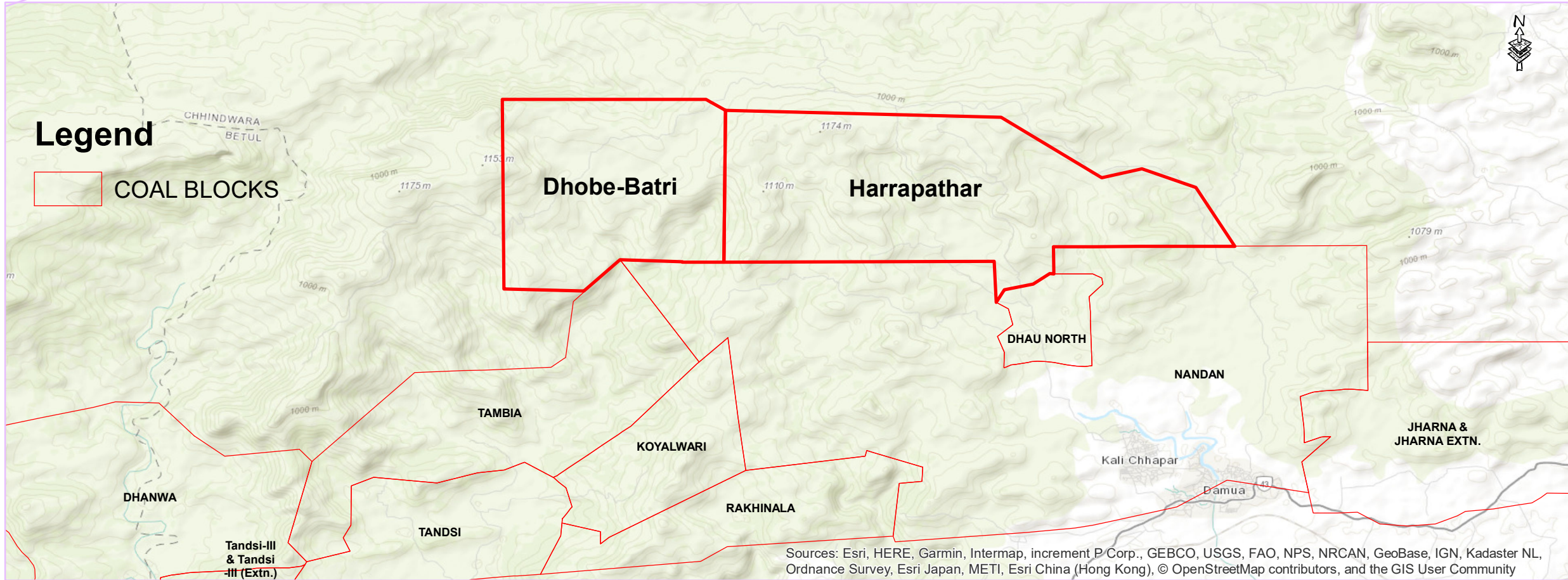
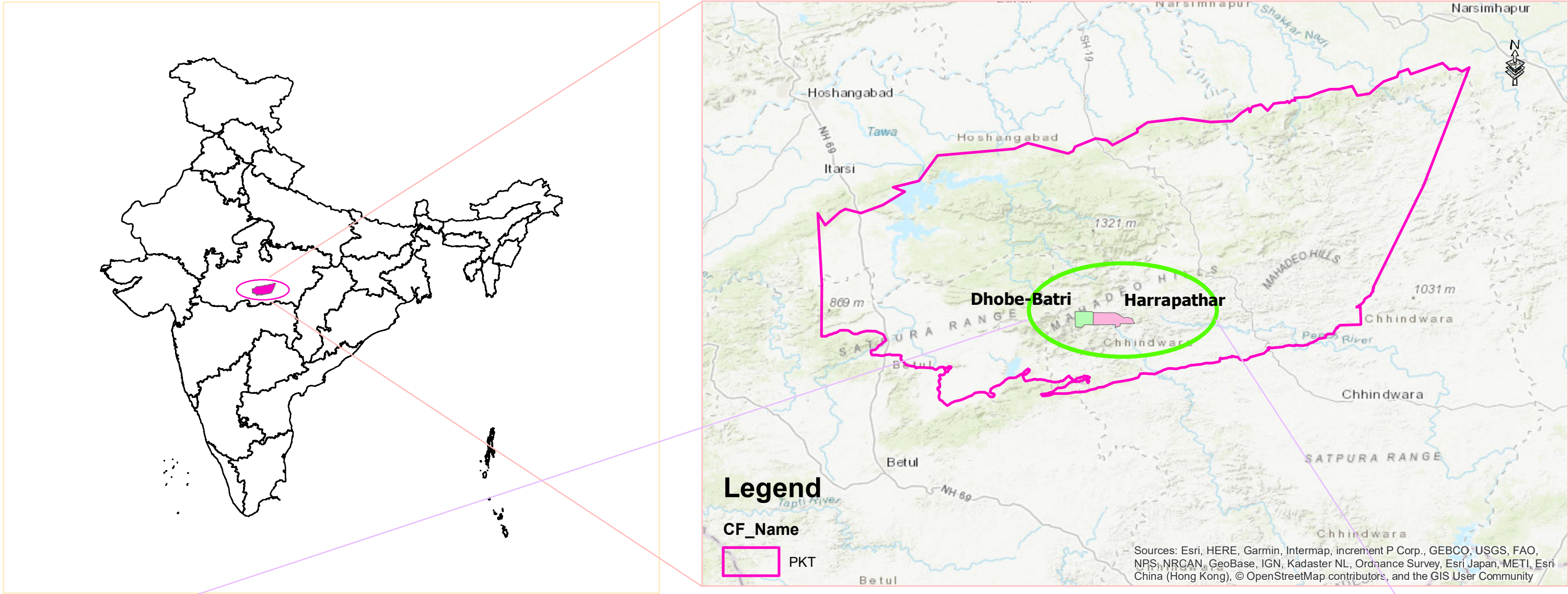
Place:

Date:

Note: This Certificate shall be issued by the Statutory Auditor / the Cost Auditor (in case of companies) or by the Practicing Cost Accountant / Practicing Chartered Accountant (other than companies)

TECHNICAL DOCUMENT OF HARRAPATHAR BLOCK, PENCH KANHAN TAWA VALLEY COALFIELD DISTRICT-BETUL, MADHYA PRADESH		
1. Name of the Block:	Harrapathar block	
2. Area:	24.5 SQ KMS	
3. Toposheet:	Survey of India Topo sheet No. 55J/07 & 55J/08	
4. Co-ordinates:	LAT: 22° 13' 42.807" N - 22° 15' 52.505" N	
	LONG: 78° 22' 25.317" E - 78° 28' 10.735" E	
	(Cardinal Points details attached)	
5. Coal field:	Pench Kanhan Tawa Valley Coalfield	
6. State:	Madhya Pradesh	
7. District:	BETUL District	
8. Nearest Railhead:	The block under study is easily approachable by Amla-Parasia broad-gauge railway line. The nearest railway station is Hirdgarh which is about 15 Km.	
9. Nearest Town:	Damua	
10. Accessibility:	The proposed block is approached by Katcha road from Nandan Mines-I. Besides, there are several fair-weather forest roads passing through the area of investigation. The villages are connected by cart tracks.	
11. No. of Proposed BHs:	37 Boreholes (Coring)	
12. Total Meterage:	38,500 m (Coring)	
13. Broad Terrain Details:	The area under study is generally hilly with undulating topography. The entire area is covered by Motur Formation. The general altitude of the area ranges between 900m to 1200 m above the MSL. The Kanhan river fed by their tributaries, form the main drainage of the area.	
14. Sequence of Formation & Coal Seam:		
Coal Seam/ Parting	Thickness Range (m)	
	Min.	Max.
Seam-III	5.71	6.61
Parting (III & II)	3.29	5.76
Seam-III (Top)	2.79	5.03
Parting	0.4	3.97
Seam-III (Bottom)	0.28	1.35
Parting	3.29	6.73
Seam-II	0.21	1.5
Parting	5.01	8.04
Seam-I	0.1	1.61
15. Past Exploration:	Detail Exploration is carried out in the surrounding block Dhau North Block. The thickness of the seam provided is based on Dhau North block.	
16. Tentative Reserve:	NA	
17. Geophysical Logging:(parameters to be recorded:Dual density, Natural gamma, Caliper, SPR, Resistivity and SP	1. 19,250 meter (100% of boreholes) (Base log, Self potential, Dual density, Natural gamma, Caliper, SPR, Resistivity) 2. Deviation Survey - 19,250 meter 3. Spectral Gamma log - 1200 meter 4. Full wave Sonic Logging - 5000meter 5.HR Acoustic Tele viewer Log -5000meter 6. Neutron Log - 5000meter	
18. Analysis Required	1. Band by band analysis - 100% of all boreholes 2. Proximate analysis - 100% of all boreholes 3. GCV- 100% of all boreholes 4. Special tests - 10% of all boreholes 5. Physico – Mechanical Test - 2 boreholes 6. Petrography test - 3 boreholes 7. Critical Mineral Studies - 1 (complete BH)	

LOCATION MAP DHOBE-BATRI & HARRAPATHAR COAL BLOCK, PKT COALFILED, MADHYA PRADESH



ALL MAPS NOT TO SCALE

**Block Boundary Cardinal points of Harrapathar block, PKT
Valley CF in WGS-84 Co-ordinate System**

Point ID	Block	Longitude	Latitude
1	Harrapathar	78° 22' 25.317" E	22° 14' 9.974" N
2	Harrapathar	78° 22' 26.444" E	22° 15' 52.505" N
3	Harrapathar	78° 25' 32.770" E	22° 15' 47.922" N
4	Harrapathar	78° 26' 40.768" E	22° 15' 7.033" N
5	Harrapathar	78° 27' 8.004" E	22° 15' 12.964" N
6	Harrapathar	78° 27' 44.442" E	22° 15' 0.464" N
7	Harrapathar	78° 28' 10.735" E	22° 14' 20.823" N
8	Harrapathar	78° 27' 6.715" E	22° 14' 20.581" N
9	Harrapathar	78° 26' 35.513" E	22° 14' 20.464" N
10	Harrapathar	78° 26' 8.156" E	22° 14' 20.356" N
11	Harrapathar	78° 26' 8.461" E	22° 14' 2.175" N
12	Harrapathar	78° 26' 8.464" E	22° 14' 2.168" N
13	Harrapathar	78° 26' 5.794" E	22° 14' 2.177" N
14	Harrapathar	78° 25' 54.507" E	22° 13' 55.265" N
15	Harrapathar	78° 25' 34.952" E	22° 13' 51.205" N
16	Harrapathar	78° 25' 29.591" E	22° 13' 42.807" N
17	Harrapathar	78° 25' 29.590" E	22° 13' 42.807" N
18	Harrapathar	78° 25' 28.055" E	22° 14' 10.476" N
19	Harrapathar	78° 22' 25.317" E	22° 14' 9.974" N

