



Under Jurisdiction of Ranchi Court Only

Central Mine Planning & Design Institute Ltd.
(A Mini Ratna Company - Subsidiary of Coal India Ltd.)
Gondwana Place, Kanke Road,
Ranchi – 834031, JHARKHAND, India
Office of the General Manager (CMC)
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TENDER DOCUMENT
ATC

(Open Domestic Tender through GeM Portal: http://gem.gov.in for Detail Exploration of Coal in Saoner Phase-II Extension Dip Side Block, Kamptee Coalfield in Nagpur District in the State of Maharashtra, India)

TENDER REFERENCE NUMBER: CMPDI/CMC/2024-25/43

In order to enhance the Coal Resource base, Central Mine Planning & Design Institute Ltd. (CMPDI), a subsidiary of Coal India Ltd., plans to take up Detail Exploration of Coal in Saoner Phase-II Extension Dip Side Block, Kamptee Coalfield in Nagpur District in the State of Maharashtra, India.

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

Table with 7 columns: Description of work, Quantity (Meter), Estimated Contract Value (Incl. GST) # (In ₹), Earnest Money (In ₹), and Period of Completion (In Days) with sub-columns Mobilization\*, Drilling and Associated Activities, Total.

\*Mobilization Period is 30 Days from issue of LOA/work order/Contract or handing over the relevant document to the contractor, whichever is later.

# Estimated value put to tender is Inclusive of GST.

Table with 2 columns: Tender Inviting Authority and Contact Person(s)/Tender Dealing Officer(s).

\* Contract Management Cell.

**2. 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 extension of bid submission date by four days shall be provided. 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. There is no tender fee and the bidders can download the Tender Document free of cost.
- v. Bidders are advised to download the complete set of the Tender Document, including the tender details.

**3. 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://www.cmpdi.co.in) & <http://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder from the GeM Portal free of cost. The download of tender document may start immediately after e-Publication and shall continue till bid end date and time.

**4. Clarification of Bid:**

The bidder may seek clarification online through e-tendering portal <http://gem.gov.in> within the specified period. No other mode of seeking clarifications shall be entertained. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The period for seeking clarification by bidder will be as per provision of GeM portal.

**5. Bid Security / Earnest Money Deposit (EMD):**

**5.1. 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.

**5.2. Exemption of EMD:**

The bidders under the category of State/Central Govt./PSUs/firms registered with MSEs (Micro & Small Enterprises) / Start-up are exempted from submission of EMD against uploading of valid documentary evidence.

**5.3. EMD Refund:**

- a. The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.
- b. Refund of EMD will be made as per the MANDATE FORM for e-Payment submitted by the bidder.
- c. In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the department.
- d. The EMD of successful Bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit at the option of the Bidder.

**No Bid will be accepted unless accompanied by the requisite Earnest Money Deposit as stated above.**

**6. Deleted**

**7. Deleted**

**8. Qualification of the Bidders:**

- 8.1. In order to submit the bid, the bidders have to get themselves registered online on GeM portal (<https://gem.gov.in>).

Bidders are advised to upload the scanned copy of documents specified under the eligibility criteria of the tender in support of their qualification, as Cover/Packet-I & Price Bid, as Cover/Packet -II, against the tender. The CHECK LIST of such documents is also available under the heading **Confirmatory Document** to verify the submission of required information. Non- submission of requisite documents/ information will be considered as a non-responsive bid, which is liable for rejection.

8.2. Provident Fund:

The bidder should possess a Provident Fund Registration Certificate issued by Govt. Department of any Indian State.

8.3. 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 having eligibility to participate as per eligibility criteria stipulated in **clause No.9 of ATC/Tender Document**.

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

8.4. **Joint Venture (JV):** 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 details:**

Name of all Members of a JV (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 must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in clause 9.1, 9.2 and 9.3 of ATC/Tender Document as qualifying/eligibility criteria as specified in e-tender Notice. **However, the required Working Capital shall be met by individual members of JV as spelt out in Clause 9.2 of ATC/Tender Document.**
- ii) The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the 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.
- vii) The JV 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 and the entire execution of the contract shall be done with active participation of the Lead Member.
- viii) The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix) The bid should be signed by authorized signatory on behalf of JV.
- x) An entity can be a member in only one JV. Bid submitted by JV s including the same entity as member will be rejected.
- xi) The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected. If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penal-

ties as per provision of bid document, all the members of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiii) JV 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 firm, they will register the JV agreement under Registration Act in accordance with law.

xiv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

xv) If a Bidder participates as Joint Venture (JV), the benefits as per Public procurement Policy for MSEs Order-2012 shall not be applicable for them.

xvi) Lead partner of JV will participate in the bid on behalf of other members of JV since the JV at this stage of bid has not been registered as a Company. The agreement among JV partners can be attached with the bid by the lead partner.

xvii) Once Lead partner of JV has been identified as L-1 bidder, LOA shall be issued to the Lead partner of the JV. L-1 Bidder will thereafter register the JV as per the law to form the Company and register on GeM as a new Service Provider (SP). GeM will update the new SP details in demand through back-end which will enable Buyer to create final contract with the JV along with PAN, GST of the newly formed company.

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.

## 9. **Eligibility Criteria**

### 9.1. **Work Experience**

The bidder(in case of JV, the bidder along with its partner(s)) must have experience of works (includes completed / ongoing) **of similar nature** which includes Coring Drilling **OR** combination of Coring & Non-Coring Drilling, **geophysical logging in coal/ lignite/ stratified deposit 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.**

“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.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together towards fulfillment of qualification criteria related to experience.

However, the participating share of JV partners shall be as below:

i) Lead Partner shall have at least 50% participating share in JV

ii) Other partner(s) shall have at least 20% participating share in JV

**The Similar Work shall be** “Coring Drilling **OR** combination of Coring & Non-Coring Drilling in a coal / lignite / stratified deposit along with experience of **carrying geophysical logging of coal/ lignite/ stratified deposit.**”

In respect of the above eligibility criteria, the bidders are required to furnish the following information:

- 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 a partner in a partnership firm and the actual % of share in case of a Joint Venture).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture, the work experience of any one, two and three of the individual partners of JV or the JV 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.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

For work experience bidders are required to submit copy of the Work Order along with Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information.

**9.2. Working Capital:**

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within **three months** prior to the date of opening of tender.

In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:

- a. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
- b. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

**In respect of the above eligibility criteria, the bidders are required to furnish the following information:**

- 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 with UDIN who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate.
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the working capital of the bidder for that particular financial year.

*Scanned copy of documents to be uploaded by bidders (Confirmatory Document):*

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Note: Relevant clause of GEM bid document in respect of “The minimum average annual financial turnover” is not applicable in this bid as provisions mentioned under clause 9.2 is applicable in respect of Working Capital as per relevant manuals of Coal India Ltd.

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 or equivalent certificate of foreign partner issued from the respective country. Such certificate should contain the Unique Document Identification Number (UDIN).

**9.3. 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-V) to:

- (i) Deploy adequate number of matching Rigs and Geophysical logging Survey equipment and related software 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.

*Scanned copy of documents to be uploaded by bidders (Confirmatory Document):* As per Annexure-V.

**9.4. Permanent Account Number:**

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

*Scanned copy of documents to be uploaded by bidders (Confirmatory Document):* **PAN CARD** of the bidder.

**NOTE:** In case, the bidder is a *Joint Venture*, PAN Card issued by the Income Tax Department, Govt. of India for each

Indian Partner of JV and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV itself).

#### **9.5. Goods and Service Tax (Not Applicable for Exempted Goods / Services):**

The bidder should be either

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

##### **Registration:**

The bidder is required to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/exempted bidder in compliance with the relevant GST rules of India.

**For Example:** : *If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/40 lakhs as per applicable in respective state then bidder shall submit the copy of Notification along with Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/40 Lakhs as per applicable in respective state and hence he is exempt from Registration under GST Act, 2017.*

*The expression "aggregate turnover" shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.*

Explanation:

- i. Every supplier shall be liable to be registered under this Act in the State or Union territory, other than special category States, from where he makes a taxable supply of goods or services or both, if his aggregate turnover in a financial year exceeds twenty lakh rupees.
- ii. Provided that where such person makes taxable supplies of goods or services or both from any of the special category States, he shall be liable to be registered if his aggregate turnover in a financial year exceeds ten lakh rupees.

"Special category States" shall mean the States as specified in sub-clause (g) of clause (4) of article 279A of the Constitution: States of Arunachal Pradesh, Assam, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Himachal Pradesh and Uttarakhand are specified in sub-clause (g) of clause (4) of article 279A of the Constitution.

##### **Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

The scanned copy of documents regarding status w.r.t GST to be uploaded by bidders in support of information/ declaration furnished online by the bidder in the BOQ sheet against Eligibility Criteria.

- I. Status: GST registered Bidder under regular scheme:  
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- II. Status: GST Registered Bidder under composition scheme:  
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- III. Status: GST unregistered bidder:  
Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.

##### **NOTE:**

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.]

1. In case the Service contract is awarded to a Joint Venture 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 after Award of Service contract 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.

**Technical evaluation and L-1 status:**

- a) *The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.*

*Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge (Applicable after 31.03.2018 as decided by GOI), the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, if any, shall be added to quoted price while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.*

- b) *The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) Cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated, where applicable, in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ.*

- c) *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:*

<b>State</b>	<b>Unit / HQ</b>	<b>City</b>	<b>GSTIN</b>
<i>Jharkhand</i>	<i>HQ</i>	<i>Ranchi (HQ)</i>	<b>20AAACC7475N1ZI</b>
	<i>RI-II</i>	<i>Dhanbad (RI-II)</i>	
	<i>RI-III</i>	<i>Ranchi (RI-III)</i>	
<i>West Bengal</i>	<i>RI-I</i>	<i>Asansol</i>	<b>19AAACC7475N1Z1</b>
<i>Maharashtra</i>	<i>RI-IV</i>	<i>Nagpur</i>	<b>27AAACC7475N1Z4</b>
<i>Chhattisgarh</i>	<i>RI-V</i>	<i>Bilaspur</i>	<b>22AAACC7475N1ZE</b>
<i>Madhya Pradesh</i>	<i>RI-VI</i>	<i>Singrauli</i>	<b>23AAACC7475N1ZC</b>
<i>Odisha</i>	<i>RI-VII</i>	<i>Bhubaneshwar</i>	<b>21AAACC7475N1ZG</b>

*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.*

- d) *The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.*
- e) *If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL 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.*
- f) *The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.*
- g) *If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.*

- h) *In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.*
- i) *In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.*
- j) **TDS:** *The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.*

#### 9.6. An Undertaking:

An **Undertaking** on the bidder's letter-head, as per the format given in the bid document at **Annexure-VII**, regarding:

- (i) Genuineness of the information furnished by bidder and authenticity of the scanned copy of documents uploaded by them on line in support of his eligibility,
- (ii) As per "One bid per Bidder", and
- (iii) **Banning /Delisting**

#### 9.7. Legal Status of the bidder:

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. i) Joint Venture agreement as per the format given in the bid document.  
ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and  
iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

**Note:** 1. The partnership firm / JV is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the ATC/Tender Document.

2. In case of MSEs firm, a declaration to be submitted if the firm is owned by SC/ST/Women.

#### 9.8. Deleted.

#### 9.9. Banning/Delisting (Annexure-VII):

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

#### 10. Submission of Bid:

- 10.1. The bidder can submit their bid only after payment of EMD as per the provision stipulated in the Tender Document.
- 10.2. The bidder will submit their bid online. No off-line bid shall be accepted.
- 10.3. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal of i.e. at <https://gem.gov.in>. The registration should be in the name of bidder.
- 10.4. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GEMs bidding system or internet connectivity failures.
- 10.5. In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.6. Deleted
- 10.7. **General Instructions for Submission of Tender**  
For online submission of tender the bidders will have to upload "Letter of Bid", Information regarding Eligibility Criteria, working capital and all the confirmatory documents as prescribed in the ATC/ Bid document in Cover/Packet-I and only "Price-bid" in Cover/Packet-II.
  - a. Deleted.



- b. **Letter of Bid(Annexure-VI):** The format of Letter of Bid (LOB) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover/Packet-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with ATC/Tender document, then the bid will be rejected.

- c. **Undertaking by the bidder(Annexure-VIII):** The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.
- d. **Confirmatory Documents:** All the confirmatory documents as enlisted in the Tender Document 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-I.

SI No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished by the bidder against Eligibility Criteria as Confirmatory Document
1	<b>Letter of Bid (LOB):</b>	Letter of Bid (LOB) on the bidder's letter head, in prescribed format.
2	<b>Earnest Money Deposit:</b>	Refer Clause No. 5 of ATC/Tender Document.
3	<b>The Work Experience:</b> The bidder must have experience of works (includes completed / ongoing) <b>of similar nature</b> which includes Coring Drilling <b>OR</b> combination of Coring & Non-Coring Drilling, <b>geophysical logging in coal/ lignite/ stratified deposit valuing 50%</b> of the annualized <i>estimated</i> 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.	Bidders are required to submit Work Order along with satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.
4	<b>The Availability of Working Capital (Refer clause 9.2) :</b> 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 <b>within three months prior</b> to the date of opening of tender.	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 or equivalent certificate of foreign partner issued from the respective country. <u>Such certificate should contain the Unique Document Identification Number (UDIN).</u>
5	<b>Key professional &amp; Fleet requirement (Refer clause 9.3, Annexure-V):</b>	The bidder is required to give an <b>Undertaking</b> on the bidder's letter-head in the prescribed format to: (i) Deploy adequate number of matching <i>Drilling Rigs/Survey Instrument/Geophysical Logging &amp; 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

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished by the bidder against Eligibility Criteria as Confirmatory Document
		achieve required progress of work during entire contract period.
6	<b>Permanent Account Number (PAN) (Refer clause 9.4):</b> The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.	In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder. (In case of JV , PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).
7	<b>Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 9.5 of ATC/Tender Document)</b>	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: I. Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. II. Status: GST Registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. III. Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India. [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.]
8	<b>Legal Status of the bidder (Refer clause 9.7):</b>	Any one of the following documents: 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. i) Joint Venture agreement as per the format given in the bid document. ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable. (The partnership firm / JV is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the Tender Document).
9	<b>Certificate of Local Supplier (Clause 18.A of ATC/Tender Document):</b>	Certificate as per Clause 18.A of ATC/Tender document.
10	Undertaking as per the format given in <b>Annexure-VII</b>	Undertaking regarding genuineness, banning/deleting and "One bid per Bidder"(Clause-9.6, 9.9, 41.2(d) & 41.2(e) of Tender Document)
11	<b>Integrity-Pact:</b> (Applicable for tendered value of Rs.1.00 Crore & above).	Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-II). <b>Note:</b> In case of JV, Integrity Pact shall be signed by all the partners.
12	<b>Mandate Form</b> for Electronic Fund Transfer:	Copy of Mandate form duly filled in as per Performa. (As per Annexure- IV).
13	Any other document to support the qualification information as submitted by bidder on-line.	

e. **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 he 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

10.8. **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: Works / 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: Works / 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.

10.9. **Contract Value:**

The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority, if any.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

11. **Taxes and Duties:**

All duties, taxes [excluding 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. 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 item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) 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 percentage in compliance with GST rules, the bidder shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered 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 paying authority as per rule.

If CMPDIL 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 CMPDIL 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.

## **12. Modification and withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. 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 work order/LOA with the following provision of penal action:

- 12.1. 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.
- 12.2. 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."The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 12.3 below:"

**Note :** In case of clause 12.1 & 12.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

## **12.3. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in GeM Portal**

### **I. The Mode of Withdrawal:**

#### **A. Online Withdrawal of Bids:**

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

#### **B. Offline Withdrawal of Bids :**

- a. A partner of bidder (in case of JV and partnership firms) who is registered on the portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners who is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

### **II. Acceptance of withdrawal by Tender Committee:**

Every case of withdrawal under Clause 12.3.I-(A) (b) and Clause 12.3.I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

## **13. Tender Status:**

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.

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

**14. Extension of Time schedule of Tender:**

If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be 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.

**15. OPENING OF TECHNICAL BID:**

- 15.1. Opening of Technical bid: The Technical bid (Cover-I) will be opened on the prescheduled date & time of Tender Opening.
- 15.2. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.
- 15.3. All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I).

**16. Technical Evaluation of Tender:**

- 16.1 After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the Tender document/ATC 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.
- 16.2 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.
- 16.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- 16.4 The tender will be evaluated on the basis of documents uploaded by bidder(s) online. 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.
- 16.5 In case the bidder(s) submit(s) requisite documents online as per ATC/Tender Document, then the bidder(s) will be considered eligible for opening of Price Bid.
- 16.6 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.
- 16.7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.

- 16.8 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (16.2) 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
- 16.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified If they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.
- 16.10 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.
- 16.11 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)
- 16.12 Preference/Exemption to MSEs, Start-up and Make in India would be applicable as per Government directives issued and as amended from time to time .

**17. Financial Evaluation of the bids:**

- 17.1. The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical-commercial eligibility based on the scanned documents uploaded by bidder(s) and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
- 17.2. Deleted
- 17.3. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
- 17.4. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (Annexure-VII).
- 17.5. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in tenders in CMPDIL.

**18. A. Public procurement (Preference to Make in India):**

Public procurement (Preference to 'Make in India') (as applicable) vide Order No. P-45021/2/2017-BE-II dated 15.06.2017, P-45021/2/2017-PP (BE-II) dated 04.06.2020, P-45021/2/2017-PP (B.E-II)-Part(4) Vol.II dated 19.07.2024(copy of the order is attached as annexure-X) and its revision, issued by Govt. of India as amended from time to time shall be applicable.

**18. B. Procurement from Micro and Small Enterprises (MSEs) (applicable for service nature of tenders):**

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

vii) 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.

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

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

#### **19. Restrictions under Rule 144(xi) of general Finance Rule (GFRs), 2017**

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. The competent Authority for the purpose of Registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
4. “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 where any member of the joint venture falls under any of the above.
5. The Beneficial owner for the purpose of 4 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.
- (vi) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

**20. Abnormally low rate ( ALR) items:**

- 20.1. An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In case of Abnormally Low Bids, CMPDIL may seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation risks and responsibilities and any other requirements of the bid documents. If, after evaluating the price analysis, CMPDIL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CMPDIL may reject the bid/ proposal.
- 20.2. Normal performance security shall be furnished within 21 days of issuance of LoA by the successful bidder.

**21. Bid Extension:**

If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Tender will be extended for a period of four days:

- i) Last date of submission of Bid
- ii) Bid Opening date.

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

**22. 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 ATC/Tender Document, then bidder(s) will be rejected online. In such case re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

**23. Deleted.**

**24. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-VIII**).**

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

**26. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.**

**27. Subletting/Sub-vending: No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The contractor or his sole authorized agent shall be the sole point of contact for all purposes of the contract. The contractor will have the sole and prime responsibility for the execution of the statement of work. The prime contractor shall confirm unconditional acceptance of full responsibility of executing the scope of work in this tender. The confirmation should be submitted along with the techno-commercial**



bid. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor.

The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

28. 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
29. 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. **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 **CMPDIL's specified date (Contact person: Ashutosh Pratap Singh, Manager (Geology), Regional Institute- IV, 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.

31. **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 and liable for those costs.
32. **Change in Constitution of the 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. 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.
34. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
35. **Currencies of Bid and Payment:**

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

36. **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/work order or handing over the relevant document to the contractor, whichever is later.

37. **Commencement of Work:**

The work should be completed within the stipulated period and the date of commencement of the work will be reckoned from the actual date of issue of letter of acceptance/work order or handing over the relevant document to the contractor, whichever is later.

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

38. **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.

39. **Letter of Acceptance (LOA)/ Work Order/ Agreement:**

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM portal prior to expiration of the Bid validity period. 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").

- I. The work order/contract shall be issued after submission of Performance Security and Additional Performance Security (if any) 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.

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 specified period the contract will be terminated in accordance to clause 4.4 of conditions of contract(GTC).

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

- II. 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.
- III. 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.

The L-1 bidder will get the information regarding award of work. On receipt of Letter of Acceptance (LOA) of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA shall entail cancellation of LOA and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

**Note: The LOA shall at all times supersede the Contract Generated on GeM Portal.**

#### **40. Validity of offer:**

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 the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per **Clause No. 12** (Modification and Withdrawal of Bid) of ATC/Tender Document.

#### **41. One Bid per Bidder:**

41.1. 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 or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **41.2. Conflict of Interest**

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
  - f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;
- all such Bidders having a Conflict of Interest, shall be disqualified.

42. This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as ATC/Tender document forms an integral part of this ATC/Tender Document and shall also form a part of the Contract agreement.

43. **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, arbitrator 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:

**Name of Bank: State Bank of India,**

**Branch: CMPDI Branch,**

**IFSC: SBIN005598**

**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.
- 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/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ 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 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 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).

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. Employment of Local Labour:**

Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor which shall be in accordance with the following guidelines:

- a) 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.
- b) 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.
- c) 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.

**46. Non-disclosure/ Confidentiality clause:**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

***If services are not found satisfactory, CMPDI reserves the right to cancel the contract within three-months.***

**47. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

**48. Compliance of Applicable Labour Laws:**

- a. The contractor shall abide by the rules & regulations of Labor's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain

records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.

- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

**49. Splitting up of the work:**

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.

**50. 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.

**51. Settlement of Disputes:**

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.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

## 52. Settlement of Disputes through Arbitration:

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available for settlement of dispute as per provisions of the Tender document.

- i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

### Sole Arbitration:

*"In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract."*

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
  - b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

### Sole Arbitration:

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dtd. 14.12.2022".*

## 53. 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 (Jharkhand) only.

## 54. Integrity Pact:

The Integrity Pact as per format given under General Terms & Conditions has to be accepted by the bidder through the User Portal Agreement.

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

Shri Gopal Krishna, IAS (Retd.) D-52, Ground Floor, Near Red Roses Public School, Saket, New Delhi-110017 Mobile No. 9903254000 E-mail: gkrishna549@gmail.com	Shri Bipin Bihari Mallick. IAS (Retd.), Flat no. B61, HBH Galaxy Apartments, Golf Course Road, near Sector 42-43 Rapid Metro Station, Sector 43, Gurugram, Haryana, PIN 122009. e-mail:bipinmallick@gmail.com
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भवदीय

महाप्रबन्धक (सी.एम.सी.)

## GENERAL TERMS AND CONDITIONS (GTC) OF CMPDI

### 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 "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.
- iii. **"The Site" shall mean the site of the contract work viz for Detail Exploration of Coal in Saoner Phase-II Extension Dip Side Block, Kamptee Coalfield in Nagpur District in the State of Maharashtra, India is being carried out.**
- iv. The term "subcontractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- v. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. 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 administrating the Contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time 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 such as certifying the quantities, give observation in the matter of valuing variations to the contract, awarding provisional extension of time and valuing compensation for events on behalf of the PRCO after due deliberation with PRCO under the Delegation of Powers of the Company.  
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 Price' shall mean the total sum arrived at, based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Tender Specification Documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written Notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an 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

2.1. The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract incorporated in the Bid/Bid document.
- (iv) Conditions of contract, including general terms and conditions and additional terms and conditions forming part of the bid document,
- (v) Integrity Pact, if applicable
- (vi) Scope of work/Bill of Quantity
- (vii) Finalised work programme.
- (viii) Guidelines for Banning of Business
- (ix) Any other document if required.

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

## 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 and shall be submitted at award of work.
  - 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 Tender Specification Document.
  - 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
  - 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.

- 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 nationalized/Scheduled Indian 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 (*Zero date for BG is the Date of issue of LOA*).
- 4.4. 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.
- 4.5. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/ Partnership firm.
- 4.6. The rates and prices quoted by the Bidder shall attract price escalation as provided in Additional Terms and Conditions.
- 4.7. **Refund of security deposit** - The refund of performance 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 PRCO/GM (Exploration), 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)).

Note: In case Scope of work is including preparation of Geological report, then, completion of the work will mean Submission of Final Geological Report.

## 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/ ATC/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.

In case, variation is expected/required in occurrence of target/potential seam during the course of exploration and the said variation is up to 30% of the envisaged depth as given in tender document/work order/exploration scheme, the rate of payment for the said additional depth up to 30% (i.e. meterage from envisaged depth to the actual drilled depth) will be calculated/paid based on predefined logic as detailed in clause 5.9 of the GTC. A Supplementary/ revised work order shall be issued on the rates as per clause 5.9 of the GTC.

- 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.
- 5.9. In view of the change in the modalities of the cost estimation of such Block(s), in which Borehole having depth of more than 600m, following modifications are envisaged:

The Bidder will submit their quotation w.r.t BASE RATE for drilling up to 600m only and the calculation for incremental rate in each depth band beyond 600m will be done by system based on a pre-defined logic as per following details:

Depth (m)	Rate of Increment in percentage in sliding scale
<600	Base Rate (LAR)
600-800	5% of the Base Rate

The system will automatically multiply the above incremental rates with quantum of drilling envisaged in each depth band. The above provision will be made in the BoQ and the final tender evaluation for arriving at the L1 bidder.

## 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 expiry of 10 (ten) days from issue of Letter of Acceptance/work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, 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/Partnership firm, the debarment shall also be applicable to all individual partners of JV/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 Area General Manager/ Concern 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 Deleted.

## 8.0 QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP:

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

8.2. The Contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with right materials and equipment as per specification which shall be subject to the approval of the company.

All work under execution in pursuance of the contract shall be open to inspection and supervision by the Project Manager or any other official of higher rank or any other person authorized by the Company in this behalf and the Contractor shall allow the same.

## 9.0 MEASUREMENT AND PAYMENT

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

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

9.2. Measurements shall be taken jointly by the Project Manager and by the Contractor or his authorized representative.

9.3. 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.

9.4. 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.

9.5. **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.

9.6. 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.

9.7. 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.

- 9.8. The Company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from 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.
- 9.9. Amount payable/repayable for any subsequent change in the statutory tax and duties on Works Contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

#### 10.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel/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.

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

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 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.

10.2. On cancellation of the contract or on termination of the contract, the PRCO shall have powers:

- a. to take possession of the site and any materials, implements, stores, etc. thereon.
- b. to carry out the incomplete work by any means at the risk and cost of the Contractor
- c. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, equipment, etc., taken possession of after cancellation.
- d. to recover the amount determined as above, if any, from any money due to the Contractor or any account or under any other contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

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

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

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

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value(Excluding GST) plus GST on forfeited amount.”

10.4. **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 10.4 (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.

#### 10.5. **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 **DEFECT LIABILITY CERTIFICATE / COMPLETION CERTIFICATE**

The contractor shall give notice of completion of work, to the PRCO. The PRCO shall within 30 days from the receipt thereof, inspect the Work and scrutinize the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the defects, according to the PRCO are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein before issue of Defect Liability Certificate. In the event there are no defects or the defects/deficiencies are of a minor nature and the PRCO is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the Company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefore and with necessary instructions to the contractor to clear the site/place of work of all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean and usable .

11.1. In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability Certificate (Taking Over Certificate with list of defects), for such items or groups of items may be issued by the PRCO after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of



final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

- 11.2. Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.
- 11.3. In case of Contractor's failure, the PRCO shall have right to get the work done at the cost of the Contractor.

## 12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

- i. The Company reserve the right to let other contractors also work in connection with the project and the contractor shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The Contractor shall keep on the work, during the progress a competent Superintendent and necessary assistants who shall represent the contractor(s) in his/their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the Contractor in course of the works find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Project Manager/PRCO, it shall be his/their duty to immediately inform the Project Manager/PRCO in writing and the Project Manager/PRCO shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the Contractor.
- iii. The Contractor shall employ only competent, skillful and orderly men to do the work. The Project Manager/PRCO shall have the right to ask the Contractor to remove from the work site any men of the contractor who in his opinion is undesirable and the Contractor will have to remove him within three hours of such orders. The Contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- iv. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

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

- v. The Contractor shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- vi. The contractor shall furnish to the Project Manager/PRCO with work reports from time to time regarding the contractor organization and the progress made by him/them in the execution of the work as per the contract agreement.
- vii. All duties, taxes and other levies payable by the Contractor under the Contract (excluding "GST"), or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

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

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

- x. The Contractor shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.
- xi. The work shall not be sublet to any other party, unless approved by PRCO, in writing.
- xii. The Contractor shall work in reserved/protected forest area as per the guidelines of the Forest Department/the Forest Protection Act. Any liability on account of violation of the provisions shall be borne by the contractor.
- xiii. The Contractor shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xiv. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourers including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourers by its representatives.
- xv. The Contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified:
  - a. the Company or any agent or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract. However, the amount so paid shall be reimbursed by the Company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the Company after submission of tender by the Contractor. The Contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.
  - b. the Company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
  - c. the Company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Employees Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
  - d. The Contractor shall ensure that any Payment to the Contractor's worker is made through the Bank.
- xvi. **Insurance** - The Contractor shall take following insurance policies during the full contract period at his own cost:
  - a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
  - b. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the Company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractor(s) if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
  - c. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the Company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.
  - d. Since Contractor shall ensure 100% payment of Contractor's Worker through Bank, a premium of Rs.12/- per annum per member will be deducted from the account holder's savings bank account

through 'auto debit' facility in one installment on or before 1 st June of each annual coverage period under the scheme Pradhan Mantri Suraksha Bima Yojna (PMSBY).

- xvii. Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Owner. The Contractor shall notify the PRCO of such discoveries and carry out the PRCO's instructions for dealing with them.

### **13.0 NON-DISCLOSURE/CONFIDENTIALITY CLAUSE**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

## ADDITIONAL TERMS & CONDITIONS

The following additional 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<sub>m</sub> = 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<sub>o</sub> = 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<sub>f</sub> = 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<sub>o</sub> = 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**

<b>A (Labour Component)</b>	<b>B (Material Component)</b>	<b>C (POL Component)</b>
<b>55</b>	<b>35</b>	<b>10</b>

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.

## SCOPE OF WORK

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

Item wise Bidder's Scope of Work – Detail Exploration of Coal in Saoner Phase-II Extension Dip Side Block, Kamptee Coalfield, Nagpur(dt), Maharashtra 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 bench mark with closed traverse using latest electronic total station survey equipment. b) Coordinates of completed boreholes will be determined with closed traverse by establishing network of survey stations with latest electronic total station survey equipment.
	2	Geological mapping (on RF 1:5000) of 1.97km including outcrops of different lithological units/coal seams, structural details to be decided by the Project Manager
	3	<b>11428.00(+/-30%)</b> meters of vertical diamond core drilling in HQ/NQ/BQ or equivalent sizes having envisaged depth of <b>Up to 620</b> meters (approximate) with >90% recovery in coal and >80% recovery in non-coal portion; sealing of boreholes and erection of borehole pillars.
	4	<u>Topographical survey (on RF 1:4000/5000)</u> including surface contours, boreholes and determination of reduced levels of boreholes. Surface Contour interval to be decided by the Project Manager.
	5	<b>11428m</b> Drill core logging (lithological characteristics, structural features, geotechnical properties, RQD). Laboratory Studies
	6	Packing and transportation of coal cores to laboratories for chemical analysis as per advice of the Project Manager
	7	Packing and transportation of coal and non-coal cores of 1 borehole each 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 11428 (+/-30%) meterage (100% of Geophysical logging) Geophysical logging includes: (a) Dual density (b) Caliper (c) Natural gamma (d) SPR. (e) Resistivity (f) Base log
Item-3	1	Deviation Survey -3924m(+/-30%)(Depth>500m)
Item-4	1	Full Wave Sonic Logging-2304m(+/-30%)(including one CBM Borehole.
Item-5	1	Spectral Gamma Log: 541m(+/-30%)
Item-6	1	HR Acoustic Tele viewer Log: 541m(+/-30%)
Item-7	1	I.P. Log: 541m(+/-30%)
Item-8	1	Magnetic Susceptibility Log: 541m(+/-30%)
Item-9	1	Temperature & Fluid Conductivity Log: 541m(+/-30%)
Item-10	1	Neutron Log: 541m(+/-30%)

- 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 statues 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, by 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:

<b>Period for Mobilization (days)</b>	<b>Period for Exploration activities (days)</b>	<b>Total Contractual period (days)</b>
<b>30</b>	<b>163</b>	<b>193</b>
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****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 procure ..... (Name of the Stores / Equipment / Item ) and the BIDDER / Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

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 said stores / equipment 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 Anti-corruption Laws of India, 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 Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (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, 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 sea 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)

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

Place .....

Date .....

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

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

## **Annexure - Guidelines for Indian Agents for Foreign Supplier**

1. Authorized 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.

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE***(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)*

To,

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

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_ *[Name of the Work]* by issue of Letter of Award No. \_\_\_\_\_ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_ valued at \_\_\_\_\_ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_\_ *[indicate figure]*% of the Contract Sum \_\_\_\_\_ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_ *[name of the Bank]*, of \_\_\_\_\_ *[address of the Bank]* (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of \_\_\_\_\_ *[amount of guarantee in figures and words]*, at any time from \_\_\_\_\_ to \_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank \_\_\_\_\_

## 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 SBI Net.

**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**

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

**Sub.** : Letter of Bid for the work "Detail Exploration of Coal in Saoner Phase-II Extension Dip Side Block, Kamptee Coalfield in Nagpur District in the State of Maharashtra, India"

**Ref.** : Tender Ref. No. "CMPDI/CMC/2024-25/43"

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 commence the work within 10 (ten) days from the submission of Performance Security or handing over the site or issue of work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, 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**(On Bidder's Letter Head)  
**(As per Clause-9.6, 9.9, 41.2(d) & 41.2(e) of Tender Document)**

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. 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.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
  4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
  5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
  6. 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.
  7. \* 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.
8. 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
  9. I/We do not have relationship with one or more parties in this bidding process, directly or through common third parties, that puts me/us in a position to have access to information about or influence on the bid of another Bidder; or  
  
I/We or any of my/our affiliate did not participate as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
  10. Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.
  11. 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.]

**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 and
  - (viii) Any other document listed in the Bid document/ Contract as forming part of the contract

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

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor \_\_\_\_\_



## PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)  
This Joint Venture agreement is made on this .....day 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 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 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 with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

The expressions M/s ..... and M/s.....and M/s .....shall, 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 /Parties” and individually as “Joint Venture Partner/Party”.

WHEREAS M/s.....and M/s..... ..agreed to form a Joint Venture 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..... (Name of Company(hereinafter referred to as “the principle Employer”). The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as “Joint Venture 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.

The parties under this Agreement have decided to form a Joint Venture 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 shall be “.....” (hereinafter called the “Joint Venture”)

b) The Head Office of the Joint Venture 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.....

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

d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

- i) The Joint Venture fails to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture.
- iii) The Employer cancels the Project.
- iv) 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 agreement.

**2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture Partners M/s.....; M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

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

Each constituent party of the Joint Venture 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.

JV Partner Name	Position in the respective Company
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 shall be as follows:

M/s.....	:	.....%	(.....per cent)
M/s.....	:	.....%	(.....per cent) and
M/s.....	:	.....%	(.....per cent)

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 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 partners.

**7) BID SECURITY:**

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

**8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture 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.**

a) As between themselves, each Party shall be fully responsible for the fulfillment 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-fulfillment 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 with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture 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 and not to the individual partners.

#### **10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture 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 shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

#### **11) LIMIT OF JOINT VENTURE ACTIVITIES**

The Joint Venture 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 in connection with the Project shall be paid from the account of the Joint Venture.

#### **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 guarantee 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 shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture 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 Witness  
Signature .....  
(Name & Address )

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

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II  
 Government of India  
 Ministry of Commerce and Industry  
 Department for Promotion of Industry and Internal Trade  
 (Public Procurement Section)

Vanijya Bhawan, New Delhi  
 Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017-Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:  
*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

**Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

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*a*

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 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 suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 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 L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. 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 this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least





50% 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% 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 20% margin of purchase preference of the highest quoted 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% 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 20% 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 20% 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.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4A. Exemption in sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **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.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. 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.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this 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 under paragraph 9

i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this 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;
  - ii. 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);
  - iii. 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 procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
  - i. 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.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as 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 for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. 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 Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India  
Tel: 011-23038888  
E-mail: ashpdpiit@gov.in

## SALIENT FEATURE OF THE BLOCK

Technical Document of Saoner Phase –II Extension Dip Side Kamptee Coalfield, Dist : Nagpur (MS), Maharashtra.

1.	Name of the Block:	Saoner Phase –II Extension Dip Side									
2.	Area	1.97 Km <sup>2</sup>									
3.	Toposheet	55 K/15- (R.F. 1:50000)									
4.	Coal field	Kamptee Coalfield									
5.	State	Maharashtra									
6.	District:	Nagpur									
7.	Nearest Railhead	The block is easily approachable by a railway line from Nagpur station.									
8.	Nearest town	Saoner Phase –II Extn. Dip side block covers part of the Saoner Township which is located at a distance of about 42 km. north of Nagpur on Nagpur – Bhopal National Highway No. 69 . The block can also be approached via Nagpur Kalmeshwar – Saoner Road, the distance being about 50 km.									
9.	Coordinates	Northing: - N 1234436.8381 & 1235887.7500 Easting: - E 2987540.7608 & 2990942.8824									
10.	Objective of proposal	<ol style="list-style-type: none"> <li>To establish the existence and continuity of coal seams occurring in the block.</li> <li>To establish the lay, disposition and potentiality of coal seams.</li> <li>To assess the coal resource by detailed exploration in the block.</li> </ol>									
11.	Accessibility	Saoner Phase –II Extn. Dip side block covers part of the Saoner Township which is located at a distance of about 42 km. north of Nagpur on Nagpur – Bhopal National Highway No. 69 . The block can also be approached via Nagpur Kalmeshwar – Saoner Road, the distance being about 50 km.									
12.	Broad Terrain Details	The Saoner Sub-basin is separated from the main Kamptee basin by a narrow strip of Talchir formation. Like Kamptee basin, this sub-basin is too covered by a thick cover of black cotton soil and detrital mantle. As a result, no exposure is available. A few hillocks can be seen here and there representing Kamthi formation that underlies unconformably over the older Barakar formation.									
13.	Total Meterage Proposed:	11428 m (+/-30%)									
14.	Depth Range wise Proposed Meterage	Depth range(m)			Meterage ( m)						
		0-600			11408.00						
		600-800			20.00						
15.	Sequence of coal seams	As per the available data of east lying Saoner Phase-II Extn. Block there are five potential seams i.e. V, IV (Mid), IV Bot, III Top & III Bot. The thickness range and quality parameters are given in the following table.									
		Coal seams / Parting	Thickness Range (m) From To	Depth of Occurrence (m) From -To	Type of Sample	Proximate Analysis on 60 % RH & 40°C			G.C.V. K. Cal. / kg.	U. H. V. K. Cal. / kg. .	General Grade
						M % Min. - Max.	Ash % Min - Max.	VM % (DMM F) Min. Max.	Min. - Max.	Min. - Max.	
		V	2.03-5.42	107.50-202.75	I-30	1.3 – 5.9	32.0 – 42.6	26.7-40.6	3845-4830	2567-3670	E - F
		Parting	38.40-44.35								

		IV. (Mid)	4.48- 8.12	135.55- 223.25	I-30	2.1-6.5	20.7- 34.5	29.6- 37.6	4435- 5805	3670- 5602	C - D
		Partin g	7.16- 9.26								
		IV (Bot)	1.15- 2.10	166.76 – 237.66	BCS	6.1	22.8 – 45.0	37.6 – 42.8	4840 – 5625	2201- 4967	D
		Partin g	7.75- 14.70								
		III (Top)	2.00 – 3.20	180.00 – 246.55	BCS	8.4	16.0 – 28.0	36.4- 38.8	47555845	4167- 5892	B-C
		Partin g	3.85 – 7.45								
		III (BOT )	0.75 – 1.90	186.55- 257.20	BCS	7.5	13.0 – 32.1	35.8 – 39.5	4580 – 5970	3739- 6071	B-C
16.	Target Seam	Seam III(Bot)									
17.	Previous Expl oration	Detailed exploration for coal was carried out in sub blocks of Saoner Block, Kamptee Coalfield, Nagpur district, Maharashtra, by DGMS, MECL and CMPDI.									
18.	Proposed Geo physical Logging	Geophysical logging of 11428 (+/-30%) meterage (100% of Geophysical logging) Geophysical logging includes: Base log, Dual Density, SP, SPR, Resistivity, Caliper, Natural Gamma, Deviation Survey -3924m(Depth>500)m(+/-30%)									
		Full Wave Sonic Log, Spectral Gamma Log, HR Acoustic Televiwer Log, I.P. Log, Magnetic Susceptibility Log, Temperature & Fluid Conductivity Log, Neutron Log.(541.00m)									
	Limitation	Some of the boreholes may require shifting due to non-approachability due to hills / gullies / villages/ forest cover, geological structure, etc									
		<ol style="list-style-type: none"> <li>1) Block Location plan. - Plate I.</li> <li>2) Tentative Borehole Location Plan. -Plate II</li> <li>3) Graphic lithologs of boreholes drilled by CMPDI, GSI,( Plate IIIA-D).</li> <li>4) Statement containing proposed points and tentative depth of intersection of target Seam</li> </ol>									



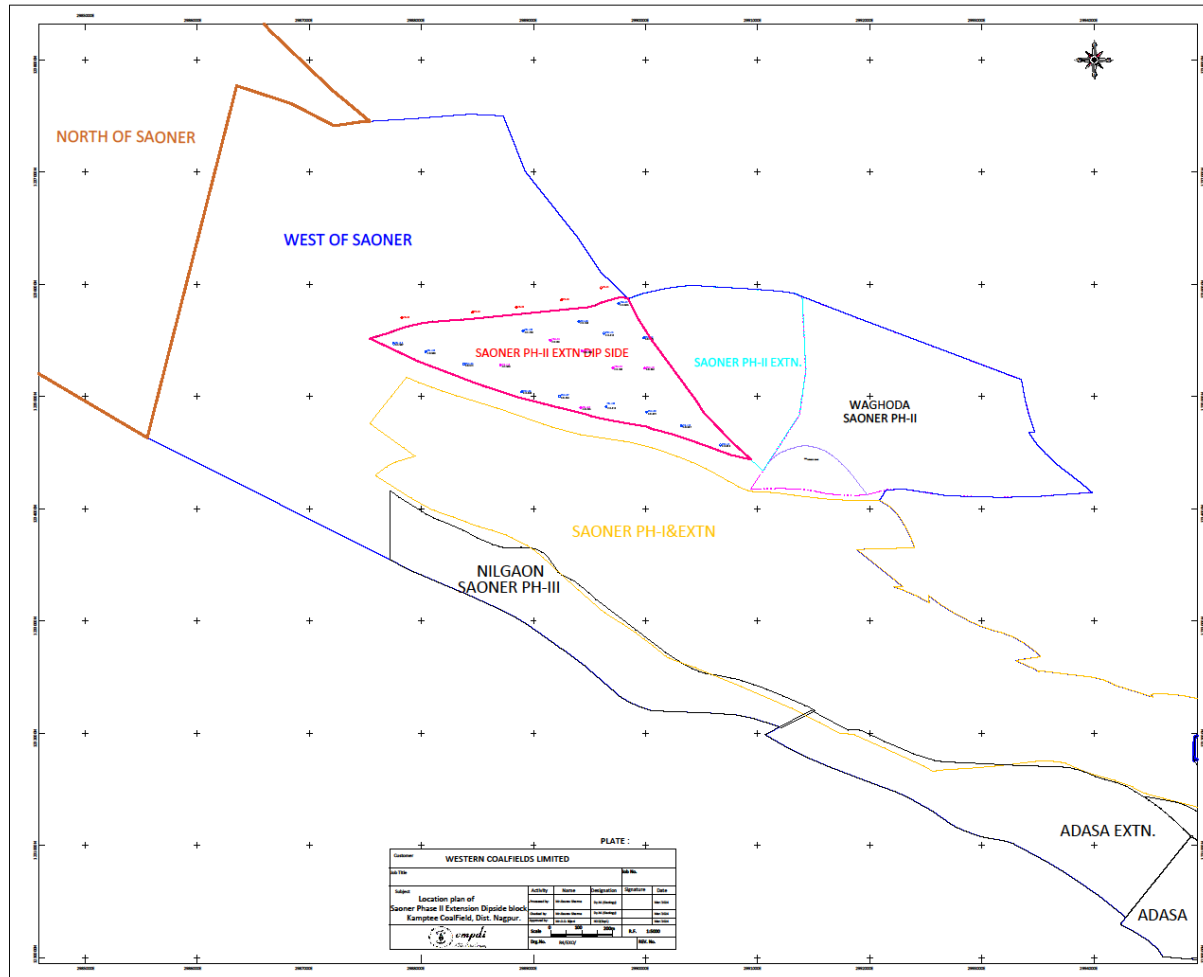


PLATE :

Customer: WESTERN COALFIELDS LIMITED					
Job No.	Job No.				
Address:	Activity:	Name:	Designation:	Signature:	Date:
Location plan of Saoner Phase II Extension Dipside block, Kamptee Coalfield, Dist. Nagpur.	Prepared by:	Checked by:	Approved by:		
Scale: 1:50,000		Date: 08/08/2017		S.D.:	
Scale: 1:50,000		Date: 08/08/2017		S.D.:	

Proposed Boreholes for proving the continuity of coal and structure interpretation in Saoner PH-II Extn. Dip Side Block					
PBH	Tentative RL	Tentative FRL fo 3B seam	Expected meterage to be drilled	0-600	600-800
PBH-01	320	-65	385	385	
PBH-02	325	-108	433	433	
PBH-03	330	-149	479	479	
PBH-04	330	-230	560	560	
PBH-05	331	-210	541	541	
PBH-06	330	-154	484	484	
PBH-07	330	-122	452	452	
PBH-08	325	-88	413	413	
PBH-09	325	-49	374	374	
PBH-10	325	-12	337	337	
PBH-11	325	12	313	313	
PBH-12	320	-55	375	375	
PBH-13	322	-88	410	410	
PBH-14	322	-245	567	567	
<b>A. Total Meterage</b>			<b>6123</b>	<b>6123</b>	
<b>Additional Boreholes for structural proving</b>					
PBH	Tentative RL	Tentative FRL fo 3B seam	Expected meterage to be drilled	0-600	600-800
PBH-15	325	-175	500	500	
PBH-16	325	-125	450	450	
PBH-17	330	-108	438	438	
PBH-18	325	-75	400	400	
PBH-19	322	-42	364	364	
PBH-20	320	-105	425	425	
<b>B. Total Meterage</b>			<b>2577</b>	<b>2577</b>	
<b>Total A+B</b>			<b>8700</b>		
<b>Additional Boreholes for proving oreintation of fault F20</b>					
PBH	Tentative RL	Tentative FRL fo 3B seam	Expected meterage to be drilled	0-600	600-800
PB-01	330	-142	472	472	
PB-02	330	-180	510	510	
PB-03	330	-218	548	548	
PB-04	330	-248	578	578	
PB-05	330	-290	620	600	20
<b>C. Total Meterage</b>			<b>2728</b>	<b>2708</b>	<b>20</b>
<b>Grand total A+B+C</b>			<b>11428</b>	<b>11408</b>	<b>20</b>

1. TO CALCULATE METERAGE, RL OF EVERY P-POINT HAS BEEN TAKEN FROM DIGITIZED TOPOSHEET, CMPDI OCBIS WHERE TOPOSHEET WAS NOT AVAILABLE WHICH MAY VARY ON GROUND. METERAGE HAS BEEN ESTIMATED BY TAKING SEAM V BOTTOM AS TARGET SEAM.
2. AS THE PROPOSED METERAGE IS BASED ON THE TENTATIVE STRUCTURE,ACTUAL METERAGE MAY VARY CONSIDERABLY DURING

- Note** EXPLORATION. POSITION OF PROPOSED POINTS MARKET IN PLAN ARE TENTATIVE AND MAY VARY DEPENDING UPON GROUND CONDITIONS, GEOLOGICAL STRUCTURE.
3. FEW BOREHOLES MAY FALL IN HEAVE ZONE OF FAULTS, NON DEVELOPMENT ZONE OF SEAM(S).
  4. METERAGE OF PROPOSED BOREHOLES MAY ALSO VARY DUE TO FAULTS.
  5. BOREHOLES PROPOSED ARE AT APPROX 400m GRID AS PER ISP 2022.



# REPRESENTATIVE LITHOLOGS

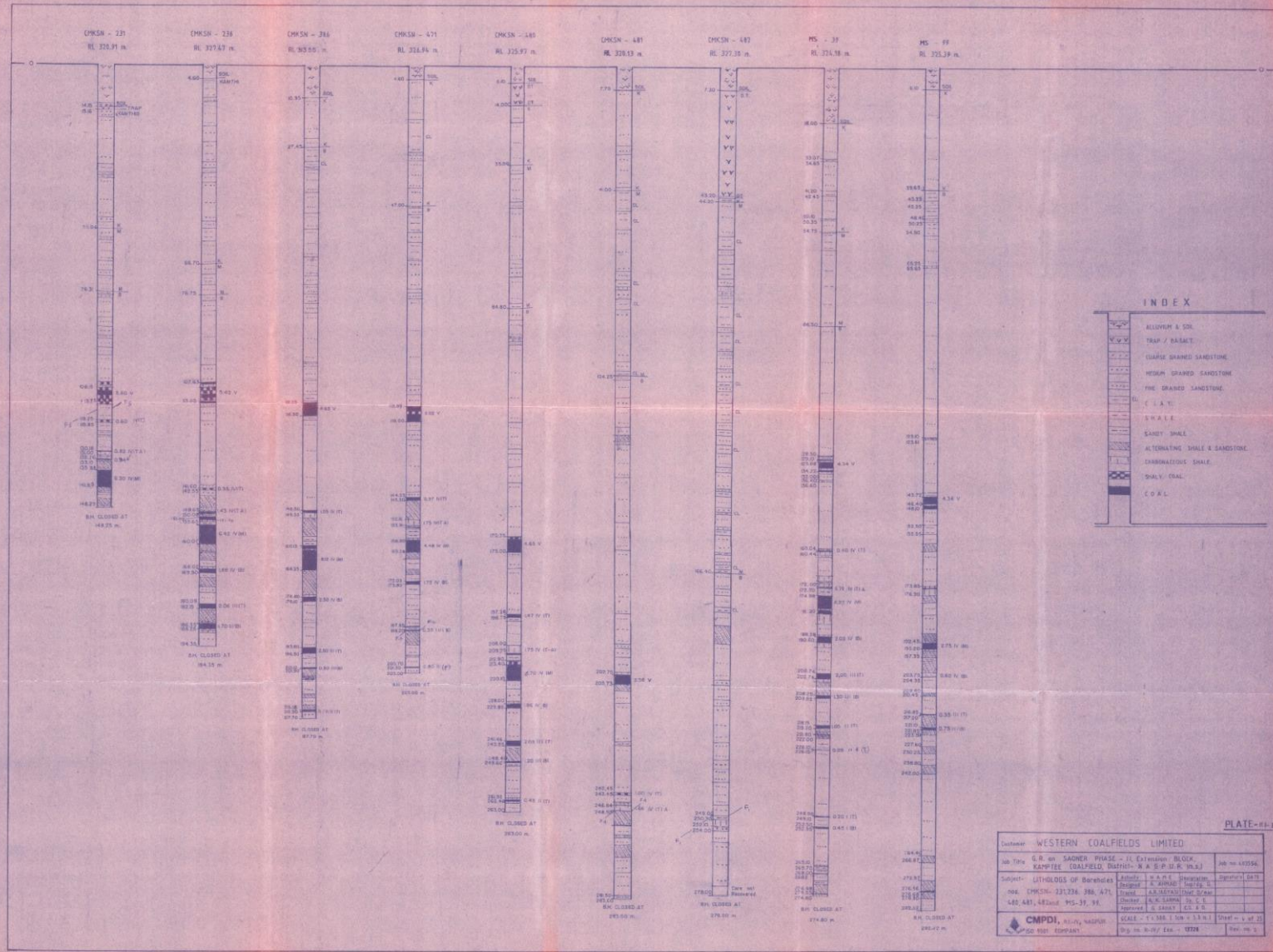


PLATE-H-1-B

Customer: WESTERN COALFIELDS LIMITED		
Job Title: G.R. on SAGNER PHASE - II Extension BLOCK	Job No: 40556	
SAMPUR (COALFIELD) District - W. & S.P. D.R. (M.S.)		
Subject: LITHOLOGS OF Boreholes	Author: N. R. P. Srinivasan	Department: 6433
485.481, 482nd MS-3F, 3F	Design: S. ANAND	Supervisor: D.
	Checked: A. K. LARSEN	Dr. C. E.
	Approved: C. ANAND	Dr. E.
	Scale: 1:100, 1:500, 1:1000	Sheet: 1 of 15
CMPDI, Ministry of Coal, Government of India 100, Park Street, Chennai - 600 005		Date: 10/11/88 Rev: 001

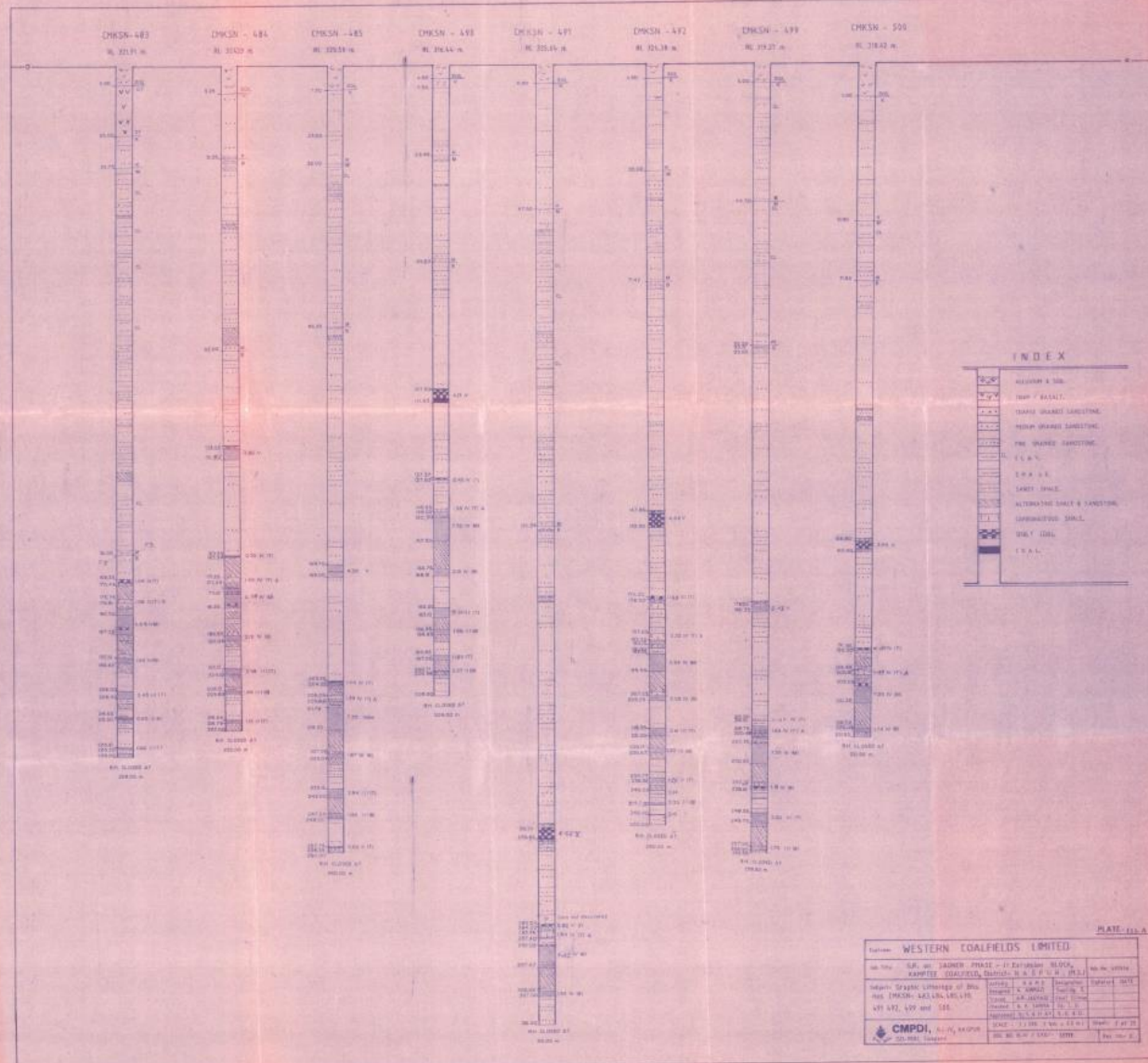


PLATE 111-A

WESTERN COALFIELDS LIMITED			
DR. NO.	DR. NO.	DR. NO.	DR. NO.
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