



South Eastern Coalfields Limited

साउथईस्टर्नकोलफील्ड्सलिमिटेड

(A Mini Ratna Company)

Contract Management Cell ; संविदा प्रबंधन प्रकोष्ठ

पंजीकृत कार्यालय / Registered Office (CIN:U10102CT1985GOI003161)

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Ref No: SECL/BSP/CMC/MDO/BIR JOHILLA/529/CORG-1/282 Date: 30.05.2022

CORRIGENDUM

Subject: Re-opening, Salvaging, Rehabilitation Development and Operation of Birsinghpur underground Mine.

NIT No.: SECL/BSP/CMC/e-Tender/529 Dated: 05.05.2022
[Tender Id: 2022_SECL_243064_1]

1. The Clause No.3.8 titled as "Evaluation of Bid" and Sub-Clause No.3.8.2 titled as "Determination of the preferred bidder". This clause is inter-related to Clause No. 1.1 titled as "Background" and sub-clause 1.1.4 titled as "Additional Requirement and Provisions". For evaluation purpose both the sub-clauses i.e. Clause No. 3.8.2 and 1.1.4 are inter-related for selection of bidder.

The relevant content of both the clauses 3.8.2 & 1.1.4 is reproduced below:

Quote

Sub-Clause 3.8.2

3.8.2 Determination of the Preferred Bidder

- a) Price-Bid (Part-II/Cover-II) will be opened after the evaluation of Part-I/Cover-I. The Part-II/Cover-II of only the techno-commercially acceptable Bidders (the Bidders who have qualified against Part-I/Cover-I) shall be decrypted and opened on the scheduled date and time for which intimation will be given to such techno-commercially acceptable Bidders through the e-procurement portal.
- b) Percentage of 'Revenue Share of Authority' quoted in the price bid and 'Coal Production Schedule' proposed in the Mining Scheme shall be considered for price bid evaluation in the following manner:
- (i) From the total production in each year provided in the Production schedule, Net Present Production shall be determined with discount @10% per annum.
- (ii) The product of multiplications of 'Net Present Production' with 'Percentage of Revenue Share of Authority' shall be determined for each Bidder.
- (iii) The Bidder with highest product value shall be considered as H-1 Bidder and shall be declared as preferred Bidder.

In the event of more than 1 (one) H-1 Bidders, the Bidder having the highest Net Worth (as per the Bid submitted) shall be determined as the "Preferred Bidder".

Sub-Clause 1.1.4

1.1.4 Additional requirement and provisions:

The Bidder is required to submit a mining scheme ("**Mining Scheme**") incorporating, *inter alia*, the proposed mining method(s) (opencast/ underground/ highwall or combination of mining methods), activities for re-opening the mine, production schedule from corresponding mining method(s), coal seams to be worked, major machineries to be used and such other particulars, in the format set out at Appendix IX of RFB. During preparation of the Mining Scheme, the Bidder shall adhere to the minimum extractable reserve of **3.46 Mt** from the Project considering the Mine Profile set forth in Appendix VII of RFB.

Bidders are required to quote in their respective Bids a year-wise and according to the mining method, a proposed coal production schedule for 25 years or proposed life of the mine, whichever is shorter, in the following format and as part of the Mining Scheme ("**Coal Production Schedule**"):

Coal Production Schedule for the Project

Accounting Year	Open Cast production (in tonne)	UG production (in tonne)	Highwall production (in tonne)	Total production (in tonne)
1st				
2nd				
....				
25th year/ proposed life of the mine, whichever is shorter				
Total production				

The Coal Production Schedule shall be adhered to by the Mine Operator for preparation of the Mining Plan and the Detailed Project Report in terms of the Contract Agreement.

If the Mine Operator feels that the available Geological Report and geological information is not sufficient, the Mine Operator may undertake additional exploration as per its requirement at its own cost.

Unquote

The content of the clauses stipulates that the prospective bidder (s) participating in the subject tender have to submit the coal production schedule for the project as mentioned in sub-clause no. 1.1.4 for determination of the preferred bidder [valid and eligible H-1 bidder] in Price-Bid evaluation to find out the Highest Product Value [Multiplication of "**Net Present Production**" with "**Percentage of Revenue Share of Authority**"] as mentioned in Sub-Clause 3.8.2.

Accordingly, this corrigendum is related to **(1)** Document i.e. "Coal Production Schedule for the Project for 25 years or proposed life of the mine whichever is shorter" which shall be uploaded by the bidder in the sub head of "Any other document to support the qualification information as submitted by the Bidder online" mentioned in **Sl.No.7** of the checklist of NIT titled "Scanned copy of documents (self-certified and notarized/certified) to be uploaded by Bidders in support of information / declaration furnished online by the Bidder against each qualification criteria", already provided in e-procurement portal.

This document shall not be recycled as a shortfall confirmatory document against any deficiency in form of Omissions /Shortcomings since it is related to price bid evaluation.

2. Pre Contract Integrity Pact:

This corrigendum is also related to **(2)** Format of Pre Contract Integrity Pact document enclosed herewith which is to be submitted as a Confirmatory Document by prospective bidders participating in the tender under **Sl.No.4** of the checklist of NIT titled "**Scanned copy of documents (self-certified and notarized/ certified) to be uploaded by Bidders in support of information /declaration furnished online by the Bidder against each qualification criteria**" is reproduced below:

Quote

Sl. No.	Submission of documents related to qualification criteria	Scanned copy of documents (self-certified and notarized/certified ⁷⁷³) to be uploaded by Bidders in support of information / declaration furnished online by the Bidder against each qualification criteria (CONFIRMATORY DOCUMENT)
4.	Integrity pact	Duly signed and witnessed integrity pact as per proforma provided at Appendix VIII of RFB. Note: In case the Bidder is a Consortium, the integrity pact is to be signed by all the Members.

Note: In case the Bidder is a Consortium, the integrity pact is to be signed by all the Members.

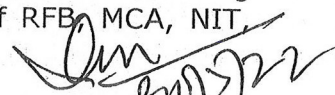
Unquote

The following special note in line with the content in the format of Integrity Pact shall also be applicable in this tender.

Special Note:

Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

These **02(Two)** issues have also been mentioned in Pre-Bid Minutes of Meeting uploaded in e-procurement portal. All other terms and conditions of RFB, MCA, NIT, Mine Dossier etc shall remain unchanged.


GM(CMC),SECL

Copy To (through respective email Ids):

1. The Director (Tech)/Oprns., SECL
2. All GMs, SECL areas.
3. GM(CMC),All subsidiaries
4. AGM, Johilla Area
5. GM(Prodn),SECL

6. GM(Fin/HoD),SECL
7. GM(P&P),SECL
8. GM(Min/AMMC)/HOD
9. GM(E&M)/HOD,SECL
10. GM(CS/TS),SECL
11. GM(M&S),CIL Kolkata
12. GM, Legal, SECL HQ
13. Company Secy. SECL
14. GM(Oprn), Johilla Area
15. CM(Excv/CMC)
16. Notice Boards ,SECL HQ
17. Chhattisgarh Chamber of Commerce, Ch. Devital Vyapar Udyog Bhawan
18. Dy. Manager (Per)/PRO,SECL

Copy To (through respective email Ids):

1. TS to CMD,SECL
2. TS to DT(O),SECL
3. TS to D(F),SECL
4. TS to DT(P&P),SECL
5. GM(Vigilance),SECL
6. TS to CVO,SECL

Enclosure

Appendix VIII of RFB.

Integrity pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of21...., between, on one hand, Coal India Limited/Subsidiary Cos. 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.....

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 dealings 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 practices and the BUYER will commit to prevent corruption, in any form, 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 a contract, demand ; take a promise for or accept, for self 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. 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) commit themselves 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 cartelisation in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; 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) /Contractors(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-1 of this document.*
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments 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 in 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 also entitled 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 freely 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 to 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 or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any 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 agreements 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, Contractor 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 Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 representatives of the parties and performs his/ her 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/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is 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, 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/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence 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 other 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 the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium 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, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

The actions 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 in force relating to any civil or criminal proceedings.

Special Note:

Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Guidelines for Indian Agents for Foreign Supplier

Annexure of Pre Contract Integrity Pact

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

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 Indian 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. alongwith 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 authorise 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 and the specific services rendered by them. The Indian Agency commission will be 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 principal 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:

- a. 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
- b. 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.

(For & On behalf of the Principal Employer)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) Witness 2:

(Name & Address)