



Tender Document

Global Tender

for

Consultancy Services on

**“STUDY ON UNDERGROUND COAL MINING IN CIL –
PROBLEMS, POTENTIAL, TECHNOLOGY,
MODERNISATION, PRODUCTION AND SAFETY”**

Note:

Requisite modifications may be undertaken in case tendering is undertaken through electronic mode.

CONTENT

SECTION	Particulars	Page
	Notice Inviting Global Tender : Important Dates	
	Preamble	
SECTION 1	Background, Salient Features, Instruction to Bidders & Bid Formats	
2.0	Eligibility Criteria	
3.0	Submission of Bid	
4.0	Alternative Bid	
5.0	Bid Validity	
6.0	Language of Bid	
7.0	Cost of Bidding	
8.0	Format & Signing of bid	
9.0	Deadline for submission/ Receipt of bid	
10.0	Bid opening	
11.0	Process to be confidential	
12.0	Amendment of Bid Document	
13.0	Examination of bid & determination of responsiveness	
14.0	Bid Evaluation Methodology	
15.0	Notification of award & signing of Agreement	
16.0	Bid Security	
17.0	Right to reject	
18.0	Correspondence	
19.0	Legal Jurisdiction	
20.0	Signing of Integrity Pact	
Annexures	Formats	
Annexure-I	Format for Bid Submission Form	
Annexure-II	Format for Power of attorney	
Annexure-III	Format of Bid security	
Annexure-IV	Format for submission of data towards eligibility requirement (Formats I to IV)	
Annexure-V	Format for Price Bid (Format-I)	
SECTION 2	Scope of Services	
1.0	Introduction	
2.0	Scope of Services	
3.0	Employer's Responsibility	
SECTION 3	General Conditions of Contract	

SECTION	Particulars	Page
2.0	Definition	
3.0	Patent Rights and Royalties	
4.0	Power to Vary or Omit work	
5.0	Duration of contract	
6.0	Consultancy fees	
7.0	Engineer In-charge	
8.0	Payment Terms	
9.0	Confidentiality	
10.0	Limitation of Liabilities	
11.0	Security Deposit	
12.0	Access to Consultant's Office	
13.0	Settlement of Dispute	
14.0	Termination	
15.0	Liquidity Damages	
16.0	Deduction from Contract Price	
17.0	Force Majeure	
18.0	Law Governing Agreement	
Appendix-1	Format for Security Deposit/ Performance Guarantee (B.G)	
Appendix-2	Format for Integrity Pact	

Central Mine Planning & Design Institute Limited
(A Mini Ratna Company)
Gondwana Place, Kanke Road,
Ranchi – 834 031, India

GLOBAL TENDER NOTICE

Notice No.

Bids are invited from technically and financially sound Academic/Research Institutions and/or Consultancy Firms/ Organisations for the following services:

Tender No.	Description of work	Completion period
.....	Consultancy Services for “Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety”	Five (05) months
.....		

Important dates:

The bid documents may be downloaded from the websites : a. http://www.cmpdi.co.in ; b. http://www.coalindia.in ; and c. http://www.eprocure.gov.in .	: [to be specified]
Last date & time of submission of the sealed bids at the ‘Office of The General Manager (UMD), CMPDI(HQ), Gondwana Place, Kanke Road, Ranchi 834031, Jharkhand, India	: [to be specified]
Date & time of opening of the sealed ‘Technical Part’ of the bid at the office of The General Manager (UMD), CMPDI(HQ), Gondwana Place, Kanke Road, Ranchi 834031, Jharkhand, India	: [to be specified]

PREAMBLE

- 1.0 Coal India Limited (CIL) is a 'Maharatna' Public Sector Undertaking under administrative controls of Ministry of Coal (MoC), Government of India with headquarters at Kolkata, West Bengal, India. CIL is the single largest coal producing company in the world. CIL operates through 81 mining areas spread over 8 provincial states of India. CIL has 467 mines of which 273 are underground, 164 opencast and 30 mixed mines. As such, CIL has core competence across the entire coal business value chain starting from exploration, planning and design, operations, beneficiation and marketing.
- 2.0 Coal production operations of CIL are primarily carried out through seven coal producing subsidiaries (ECL, BCCL, CCL, WCL, SECL, NCL & MCL) & one subsidiary exclusively for exploration, mine planning and designing (CMPDIL). The coal production operations in north-eastern region coalfields (NEC) is directly under the control of CIL. In addition, CIL has also established another wholly owned subsidiary in Mozambique, Coal India Africana Limitada ("CIAL"), to pursue coal mining opportunities in Mozambique. Details of the organization and its activities may be seen at the website of Coal India Ltd. (www.coalindia.in).
- 3.0 The strategic vision of Coal India Limited is to place itself on a path of accelerated growth with enhancement in productivity, competitiveness and profitability while meeting the growing demand of coal in the country in an environmentally and socially sustainable manner.

4.0 Brief about Objectives and Scope of Work

- 4.1 Persistently declining coal production from underground coal mines in CIL and the trend of its contribution to the total coal production, which is presently about 8% only, are issues of serious concern for Coal India Limited. While in major coal producing countries like China, USA and Australia the contribution of underground mines have been at 95%, 30% and 25% respectively, the same in India is really an issue of grave concern. Breaking this trend by enhancing production and productivity of underground mines is the biggest challenge before the CIL. Over the past few years, there is a growing consensus over the need for increasing coal production from underground coal mines and to meet the challenges of increasing demand in the coming future.
- 4.2 There are numerous challenges ahead before the underground coal mining and CIL will have to negotiate through them on the path of progress. In order to face the aforesaid challenges, the coal industry will have to search for various opportunities. Along with the ensuing challenges, some opportunities will also be there which will have to be identified. The industry will have to be vigilant enough to recognise and use them for the exploitation of coal resources through underground mining methods.
- 4.3 Keeping in view the trend of coal production from underground mines in CIL, numerous challenges in underground coal mining and rapidly increasing demand for coal, there is urgent need for enhancing coal production from underground mines, its modernization and to make underground coal mining competitive in the rapidly changing economic scenario. In this perspective, Coal India Limited, invites sealed bids from Academic/Research Institutions and Consultancy Firms/ Organisations for providing consultancy services for "Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety". The 'Terms of Reference' for the above study are as under :
 - (i) To assess the various factors that are coming in the way of enhancing coal production from underground mines of different coal companies in CIL;
 - (ii) To study the available coal reserves suitable for underground mining in each coal subsidiary company of CIL;
 - (iii) To assess the existing level of mechanization of the underground mines in various subsidiary companies and the trend in production from the same;

- (iv) To assess the scope for replacing cyclic mining and avoiding blasting operations by deploying mass production technologies like continuous miner, short wall mining, long wall mining, etc.;
- (v) To assess the scope of mechanization deploying continuous miners with matching roof supporting mechanism and to phase out side discharge loaders;
- (vi) To assess the scope of amalgamation of smaller units and strengthening the infrastructure for mechanization of amalgamated units;
- (vii) To assess the preparedness of different coal companies in terms of shelf of projects for implementation;
- (viii) To assess the requirement of different infrastructural support for taking Greenfield/brown field projects;
- (ix) To analyse the reasons for delay in implementing the already conceived underground continuous miner/long wall projects in BCCL in particular and other companies in general;
- (x) To assess the scope for reviving the identified 6 closed mines in different subsidiary companies as envisaged earlier;
- (xi) To assess the gap between the availability and the requirement of skilled man power for underground mines over next ten year's time;
- (xii) To assess the training needs of technical manpower in underground mechanization;
- (xiii) To assess the means of incentivizing underground coal mining;
- (xiv) To address the contract management issues to importing of equipment for underground mines and also to examine the issue of certification/approvals by safety regulator for imported underground machinery;
- (xv) To assess the possible cooperation with various technology providers from different countries for taking up large scale underground mechanization;
- (xvi) To suggest measure considering the above Terms of Reference for improving the production, productivity and safety from underground mines.

4.4 Proposed methodology of execution

- (i) Coal production operations are primarily carried out through seven coal producing subsidiaries while operations in north-eastern coalfields is directly under the control of CIL. Coal India has 467 mines of which 273 are underground, 164 opencast and 30 mixed mines. Besides the operational underground mines, there are several abandoned or discontinued underground mines in different subsidiaries of CIL. Further, several underground coal mining projects have been approved and are under different stages of implementation as on-going projects; whereas few projects have already been identified as future projects which are in planning or approval stage or to be undertaken for planning.
- (ii) The bidder shall undertake study of about one-third of the existing underground coal mines (including operational as well as abandoned/discontinued mines) and on-going underground coal mining projects from each subsidiary of CIL and NEC. The bidder shall also undertake study of all future underground coal mining projects of different subsidiaries of CIL & NEC. A total of at least 90 (ninety) selected underground coal mines/projects are to be studied within the scope of terms of reference.
- (iii) Presently the dominant technology in CIL's underground mines is "Bord & Pillar". The Bord & Pillar method of mining is being carried out with Side Discharge Loaders (SDL), Load Haul Dumpers (LHD) in conjunction with drilling & blasting. Continuous Miner (CM) is emerging as a viable technology for continuous mining in "Bord & Pillar" method. In selected mines PSLW is also is being used/proposed. The mines of North East Coalfields are having steep inclined thick seams and may require special mining methods as well as special strata support technique. The study should cover most of the representative underground mine/project sizes in all the coal producing subsidiaries and north-eastern coalfields (NEC), which is directly under the control of CIL.
- (iv) The bidder, whose bid has been accepted for award of work, shall be notified by Employer through a Letter of Acceptance (LoA), in accordance with the clause no.

15.0 of section 1. On submission of acceptance of the LoA, the bidder shall be considered as "Successful consultant".

(v) A subsidiary-wise list of names of existing & abandoned/ discontinued underground coal mines and on-going/future underground coal mining projects along with its status and balance coal reserves shall be handed over by the Employer to the successful consultant. The successful consultant shall after due diligence identify and shortlist the names of prospective underground coal mines/projects in consultation with subsidiaries and CIL (for NEC) for the detailed study as per terms of reference under para 4.3. The names of coal producing subsidiaries & division of CIL are as follows:

- a. Bharat Coking Coal Limited, Dhanbad, Jharkhand;
- b. Central Coalfields Limited, Ranchi, Jharkhand;
- c. Eastern Coalfields Limited, Sanctoria, West Bengal;
- d. Mahanadi Coalfields Limited, Sambalpur, Odisha;
- e. Northern Coalfields Limited, Singrauli, Madhya Pradesh;
- f. South Eastern Coalfields Limited, Bilaspur, Chattisgarh;
- g. Western Coalfields Limited, Nagpur, Maharashtra; and
- h. North-eastern coalfields (NEC), Margherita, Assam.

(vi) A "Nodal Officer" has been designated by each subsidiary and the coal producing division at NEC. The list of the 'Nodal Officers' shall be made available by CMPDIL or CIL. The successful consultant shall coordinate with the "Nodal Officer" so designated by each subsidiary and NEC for the available inputs for the study. The successful consultant shall discuss the inputs, as available with mine authorities and other requirements for the subsidiary-wise identified and short-listed mines & other study areas with the 'Nodal Officer' so designated and/or CMD of the respective subsidiaries.

(vii) The successful consultant shall submit an inception report and make a presentation at CIL, Kolkata or any other place indicated in India by CIL. The Inception report & presentation shall include:

1. The proposed methodology for the study;
2. Requirement of list of available inputs with Employer & required from CIL/ subsidiaries for intended study for the scope of work as per terms of reference;
3. Proposed standard and norms to be adopted for the study
4. Break-up of time-line for the entire study
5. Other special features

(viii) The successful consultant shall visit each of the short listed underground mines/ projects (subsidiary-wise) and available infrastructure, departments, facilities, workshop, etc., as the case may be, for the detailed study as per requirements under the terms of reference.

(ix) The successful consultant shall have detailed deliberations with the mine officials, officials at the administrative Area level & Corporate level and obtain the available inputs for further analysis.

(x) After completion of mine-wise study, the successful consultant shall submit a composite draft report, mine-wise as well as subsidiary-wise, for each CIL subsidiaries and NEC, comprising of the following:

1. Name of the mines considered;
2. Details of mines in terms of output capacity, existing technology of mining system and sub-systems, infrastructure details such as workshop, CHP, loading system, weighing system, etc.;
3. Observations including details of concern area for improvement;

4. Suggested changes or modifications and policy initiatives in relation to underground coal mines/projecst of CIL, in quantitative and qualitative terms, including automation, inputs and other requirements as well as time-line for implementation, keeping in view the terms of reference so as to achieve the CIL's objective; and
5. Organizational setup for implementation of the proposed modifications.

(xi) The successful consultant shall make a presentation of the draft report at CIL or any other place in India as advised.

(xii) Submission of final report after incorporating the suggestions/ comments of CIL and/ or its subsidiaries on the draft report.

Central Mine Planning & Design Institute Limited
(A Mini Ratna Company) Gondwana Place,
Kanke Road, Ranchi – 834 031, India

Section -1

**BACKGROUND, SALIENT FEATURES,
INSTRUCTION TO BIDDERS & BID FORMATS**

1.0 CMPDI, on behalf of Coal India Limited, invites sealed bids from Academic/Research Institutions and/or Consultancy Firms/Organisations for providing consultancy services for **“Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety”**.

2.0 Eligibility Criteria

2.1 The eligibility criteria for the bidders are as follows:

- (a) The bidder(s) shall be Academic/Research Institutions of repute engaged in Academic and/or Research activities in the field of mining or Consultancy Firms/ Organisations. The bidder may also be a legally binding consortium formed for this purpose.
- (b) The bidder(s) should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.
- (c) The government owned institutions may participate only if they can establish that they are legally autonomous.
- (d) The bidder (s) from India, in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
- (e) The bidder (s) from India in its name shall have Service Tax Registration Number in India.

2.2 Bidder's Credential Requirements:

- (i) The bidder(s) must have successfully completed “Study on Underground Coal Mines for Problems, Potential, Technology, Modernisation, Production and Safety” for a minimum of four (04) number of underground coal mines during the five (05) years period from **[to be specified]** to **[to be specified]**, out of which at least two (02) underground coal mines should be having minimum annual output capacity of 1.0Mt. The consultancy fee of each of these successfully completed assignment claimed must be at least **[.....to be specified.....]**. The documentary evidence to this effect would be :
 - a. Copies of work orders and completion certificates from the respective employer duly countersigned by the authorized representative of the bidder; and
 - b. Declaration duly signed by the authorized representative of the bidder that the work/study has been successfully completed by the bidder during above specified period.
- (ii) The bidders in their name must have achieved a minimum average annual financial turnover of **[.....to be specified.....]** from consultancy services during the latest past three (03) consecutive financial years. The documentary evidence to this effect would be copies of audited Balance Sheet and Profit & Loss A/c duly countersigned by the authorized representative of the bidder and a declaration to

the above affect duly signed by the authorized representative of the bidder & countersigned by a Chartered Accountant.

Fully-owned government institutions of repute engaged in Academic and/or Research activities in the field of mining are exempted from requirement of financial capacity in terms of turnover. However, if such institutions are member (s) of a bidding consortium having at least one commercial entity, this exception will not be applicable.

(iii) The bidder must possess "key personnel" (minimum number) of the following categories with requisite qualification and experience :

Sl. No.	Skill of key personnel	Requisite Qualification (minimum)	Minimum Experience for eligibility	Minimum Nos. for eligibility
1.	Sr. Technical Expert (Mining)	B.E. / B. Tech. (Mining) or equivalent	10 years	5
1.	Technical Expert (Mining)	B.E. / B.Tech. (Mining) or equivalent	5 years	10
2.	Technical Expert (Geologist)	M. Sc. (Geology) or equivalent	10 years	2
3.	Technical Expert (Infrastructure)	B.E/ B.Tech. (Mechanical/ Electrical/ Civil) or equivalent	10 years	5
4.	IT Expert	B.E/ B. Tech./ M.Sc.(Computer) or equivalent	10 years	1
5.	Financial Expert	Chartered Accountant/ ICWA/ MBA(Finance) or equivalent	10 years	1

Note :- The bidder shall designate one of the team members as the team leader.

The documentary evidence to this effect would be self-attested CVs duly countersigned by the authorized representative of bidder.

(iv) Copy of PAN (Permanent Account Number) with Income Tax Authority in India for bidder (s) from India.

(v) Copy of Service Tax Registration Number in India for bidder (s) from India.

2.3 Consortium

A consortium, of maximum three (03) members, may also submit the bid. Either of the members or combination of members together should meet the above eligibility criteria. In case of successful consultant is a consortium, all consortium members shall be required to be signatories to the contract. Additionally, the consortium shall comply with the following requirements:

- (i) The bidder, in case of Consortium, shall submit the copy of the agreement entered into by the Consortium members;
- (ii) One of the members shall be designated as a lead member. Authorisation in favour of lead member of the consortium shall be evidenced by submitting a power of attorney signed by legally authorized signatories of each consortium member.
- (iii) Lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium and the overall execution of the contract including payment shall be done exclusively with the lead member.
- (iv) Lead member and other members of the consortium shall be jointly and severally responsible for the execution of the contract.
- (v) One party can be a member of only one consortium submitting the bid. The bids submitted by consortiums having a party or parties as common member will be rejected.

3.0 Submission of BID

3.1 Documents Comprising the Bid

The Bidder is required to submit the complete bid duly signed by the authorized representative of Bidder, together with self-attested attachments, in sealed covers giving reference to this tender notice no. & date containing offers in two parts prominently superscribed as detailed below :

Part-I : This part shall be marked as "TECHNICAL BID" and shall not contain any price at all. "TECHNICAL BID" (Part-I) should be submitted in accordance with the para 3.2 & 8.0 of section-1.

Part-II : This part shall be marked as "PRICE BID" and shall contain prices only duly completed and signed by the Bidder, without any terms and conditions.

3.2 "TECHNICAL BID" (Part - I):

Each bidder shall submit "Bid Submission Form" in accordance with the format (Annexure-I) duly completed and signed by the bidder, along with the following attachments.

3.2.1 Attachment 1: Power of Attorney (PoA)

The bidder shall submit "Power of Attorney (PoA)" in accordance with the format placed at Annexure-II of section 1. The PoA shall be given by the following persons:

In case of sole bidder :

- (i) Copy of Board resolution countersigned by company secretary, authorizing the official to issue the PoA in favour of the person concerned to submit the bid; or
- (ii) Copy of the resolution of Governing body / Management council of Academic/Research Institutions signed by the Registrar or Head of the Institution, authorizing the official to issue the PoA in favour of the person concerned to submit the bid.

In case of consortium :

- (i) Copy of Board resolution countersigned by company secretary or resolution of the Governing body/ Management Council countersigned by the Registrar/ Head of the Institution, authorising an official to sign the consortium agreement in respect of each consortium member;
- (ii) MoU/ Consortium Agreement mentioning the lead member and function/ responsibilities of each member; and
- (iii) The consent of all the authorized representative (s) of consortium or by the lead member, authorizing the official to issue the PoA in favour of the person concerned to submit the bid.

3.2.2 Attachment 2 : Bid Security

The bidder shall submit "Bid security" of requisite amount in accordance with para 16.0 of section 1.

3.2.3 Attachment 3 : Requisite requirement as per Para 2.1 of section 1

The bidder shall furnish the details as per enclosed format-I at Annexure-IV of section 1. Copy of the relevant document(s) as applicable should be submitted in support of the statement (s). The bidder shall also submit separate declarations, duly signed by authorized representative towards provisions of para 2.1(a), (b) & (c) confirming "Compliance of provisions of each eligibility criteria".

3.2.4 Attachment 4 : Requisite requirement as per Para 2.2 of section 1

The bidder shall furnish the details as per enclosed formats-II, III & IV at Annexure-IV of section 1 towards provisions of Para 2.2(i), (ii) & (iii). Copy of the relevant document as applicable should be submitted in support of the statement. The bidder shall also submit separate declarations, duly signed by authorized representative, confirming "Compliance of provisions of the each credential requirements as per provisions of Para 2.2 (i), (ii) & (iii).

3.2.5 Attachment 5 : Permanent Account Number

Copy of PAN (Permanent Account Number) with Income Tax Authority in India duly signed by authorized representative.

3.2.6 Attachment 6 : Service Tax Registration Number

Copy of Service Tax Registration Number in India duly signed by authorized representative.

3.2.7 Attachment 7 : Copy of Bid Document

Copy of the Bid Document downloaded from the websites <http://www.cmpdi.co.in>, <http://www.coalindia.in>, or <http://www.eprocure.gov.in> duly signed by authorized representative, on each page as a mark of acceptance of terms & conditions of the same.

3.3 "PRICE BID" (Part II)

The bidders shall quote firm price in INR only. The Bidder shall submit the Price bid in the format given in Annexure-V of section 1 duly signed by the authorised representative and sealed in accordance with the para 8.0 of section 1.

4.0 Alternative bid

- (i) **One Bid per Bidder** : Each bidder shall submit only one bid, either individually or as a consortium. A bidder or a member of a consortium who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.
- (ii) No alternative Bid shall be considered.

5.0 Bid Validity

- (i) "Bid" shall remain valid for a period not less than 180 days from the last date of submission of Bid. A "Bid" valid for a period less than 180 days shall be rejected.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, CMPDI on behalf of the employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify his "Bid" but will be required to extend the bid validity for a period of the requested additional period.

6.0 Language of the Bid

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

7.0 Cost of Bidding

The bidders, at his own responsibility, cost and risk is encouraged to visit the CIL mines before submission of his bid. The Bidder shall bear all costs associated with the preparation and submission of his Bid and the EMPLOYER will in no case be responsible or liable for those costs.

8.0 Format and Signing of Bid

The Bidder shall prepare an original and two (2) copies/ sets of the Technical bid & Price bid, clearly marking each one as: "ORIGINAL BID", "COPY 1 OF THE BID", "COPY 2 OF THE BID", etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.

- 8.1 The original and all copies of the bid, each consisting of the documents listed above, shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be through power of attorney accompanying the Bid and submitted as Attachment 1.
- 8.2 Any alteration, omission, addition, interlineations, erasures or overwriting shall only be valid if they are signed by the authorised representative.
- 8.3 The separate sealed envelope of “TECHNICAL BID” (Part-I) & “PRICE BID” (Part II) shall be enclosed in an outer sealed envelope giving reference to this tender notice no. & date, appropriately marked as ORIGINAL or COPY 1 or COPY 2. All the three envelopes shall be put in outermost envelope containing the bidder (s) details, reference to this tender notice no. & date and submitted at the office of the:

The General Manager (UMD),
CMPDI(HQ), Gondwana Place,
Kanke Road,
Ranchi 834031
Jharkhand, India.
Phone +91-0651-2230528,
Fax No. +91-0651-2230528 / 2231447
Mobile : +918987788894; E-mail – ums@cmpdi.co.in

9.0 Deadline for Submission / Receipt of Bids

The sealed Bid will be received between 10.00 hours and 15.00 hours during any working day from **[to be specified]** to **[to be specified]** at the Office of The General Manager (UMD), CMPDI (HQ), Gondwana Place, Kanke Road, Ranchi 834031, Jharkhand, India.

Any bid received by the employer after the deadline prescribed above, due to any reason whatsoever, will NOT be accepted.

10.0 Bid Opening

The employer will open Part-I of the bids first, including modifications, if any, in the presence of bidders or their representatives, who choose to be present at the time and at the place specified below. In the event the specified date of bid opening being declared as a holiday for the employer, the bid will be opened at the appointed time and location on the next working day.

Date - **[to be specified]**

Time - **[to be specified]**

Place - Office of The General Manager (UMD), CMPDI(HQ), Gondwana Place, Kanke Road, Ranchi 834031, Jharkhand, India.

11.0 Process to be confidential

The information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of the contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence to employer's processing of the bids or award decision may result in the rejection of his bid.

12.0 Amendment of Bid Document

- 12.1 Employer reserves the right to modify the Bid Document by amendment for any reason whatsoever at any time prior to the last date of submission of Bid.
- 12.2 After last date of submission of Bid, the bidder(s) shall not be allowed to modify its bid.
- 12.3 EMPLOYER reserves its right to accept or reject any or all tenders or any part of the tender without assigning any reason whatsoever it may be and shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

13.0 Examination of bid and determination of responsiveness

Prior to the detailed evaluation of the bid, the employer will determine whether each bid

- (a) Meets the minimum eligibility criteria & Credential Requirements defined in para 2.0 of section 1;
- (b) Has been properly signed;
- (c) Is accompanied by the required securities; and
- (d) Is substantially responsive to the requirement of bidding documents.

A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding document without any deviation or reservation. A deviation or reservation is one which affects in any substantial way to the scope, quality and performance of the work as well as does not limit the employer's right or bidder's obligations under the contract.

If a bid is not substantially responsive it would be rejected by the employer at their sole discretion.

14.0 Bid Evaluation Methodology

- 14.1 Evaluation of bids shall be done under combined quality-cum-cost based system. Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70% while the Price Bid evaluation shall be allotted the weightage of 30%.
- 14.2 Break-up of the total allotted 70 marks used for Technical bid evaluation is given below:

Sl. No.	Ref. para	Eligibility criteria	Marks allocated	Cumm. marks	Minimum Qualifying marks
1.0	2.2(i)	Past Experience of consultant :		40	30
	a.	<p>The bidder(s) must have successfully completed "Study on Underground Coal Mines for Problems, Potential, Technology, Modernisation, Production and Safety" for a minimum of four (04) number of underground coal mines during the five (05) years period from [to be specified] to [to be specified], out of which at least two (02) underground coal mines should be having minimum annual output capacity of 1.0Mt. The consultancy fee of each of these successfully completed assignment claimed must be at least INR five (5) Million or USD eighty two (82) thousand or Euro sixty four (64) thousand.</p> <p>(This is the minimum requirement to qualify)</p>	30	30	
	b.	<p>For additional study, for each underground coal mine, up to four (04) additional mines (over & above four underground coal mines mentioned at para 2.2(i)) of at least 0.50Mt annual output capacity, during the five (05) years period from [to be specified] to [to be specified] and consultancy fee of each of these successfully completed assignment claimed must be at least INR five (5) Million or USD eighty two (82) thousand or Euro sixty four (64) thousand.</p> <p>(Additional experience for qualification)</p>	10 Additional 2.5 marks for each UG coal mine, over & above 2.2(i), as applicable		
2.0	2.2(ii)	Financial strength of the consultant		10	10
	a.	<p>The bidders in their name must have achieved a minimum average annual financial turnover of [to be specified] from consultancy services during the latest past three (03) consecutive financial years.</p> <p>The academic/research institutions bidding as sole bidder or as consortium without any commercial entity, will get minimum qualifying marks under this head as they are exempted from this clause.</p> <p>(This is the minimum financial requirement to qualify)</p>	10		

Sl. No.	Ref. para	Eligibility criteria	Marks allocated	Cumm. marks	Minimum Qualifying marks
3.0	2.2(iii)	Experience of Key Personnel		20	20
	a.	The minimum experience of requisite key personnel in accordance with the para 2.2(iii) section-1. (This is the minimum requirement to qualify)	20		
		Sub Total (1+2+3)		70	60

The bidders to “**qualify technically**” should obtain the minimum qualifying marks against each eligibility criteria as detailed above.

14.3 The price bid shall be opened only for the bidders who qualify technically. In bid evaluation, price bid shall be given 30% weightage. The following methodology shall be adopted for evaluation of quoted price of bidders who qualifying technically in the technical bid evaluation.

14.4 The minimum quoted price among the technically qualified bidders shall be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest bidder shall be 30. The following example illustrates the proposed methodology :

Proposal	-	Quoted rate (assumed)	Evaluated marks
A	-	Rs. 12 Million	$30*08/12 = 20.00$
B	-	Rs. 10 Million	$30*08/10 = 24.00$
C	-	Rs. 08 Million	$30*08/08 = 30.00$

14.5 The total score of the combined evaluation of technical and price bid score shall be equal to evaluated marks of technical bid evaluation + evaluated marks of price bid evaluation.

14.6 **Award Criteria**

The bidder, who scores the highest total score (H1 rank) in the combined evaluation shall be considered for Award of Work. In case of a tie, the bidder with lower “quoted price” shall be considered for Award of Work.

15.0 **Notification of Award and Signing of Agreement**

The bidder, whose bid has been accepted will be notified for the award by the employer prior to expiration of bid validity period by FAX and confirmed by Registered Post. This letter shall be considered as Letter of Acceptance (LoA) and will state the amount that the employer will pay the consultant in consideration of execution and on completion of the contract.

The notification of award will constitute the formation of the contract subject to furnishing of the security deposit in accordance with para 11.0 of section 3.

The agreement will be made between the employer and the successful bidder within 28 days following the notification of award, i.e. the Letter of Acceptance.

Upon furnishing by the successful bidder, the security deposit, the employer will promptly notified the other bidders that their bids have been unsuccessful and refund the bid security/earnest money deposit.

16.0 **Bid Security: INR [.....] (Indian Rupees [.....] only)** as Bid Security is to be deposited in the form of irrevocable Bank guarantee (from Scheduled Bank) with validity 28 days beyond the validity of the Bid in the format given Annexure-III of section 1. Certified cheques and demand drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of CMPDI Ltd. drawn on any scheduled bank payable at its branch at Ranchi. Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after finalisation & award of work and shall bear no interest.

17.0 Right to Reject

Employer is not under any obligation to accept H1 rank bid and reserves the right to reject any or all the tenders without assigning any reason whatsoever at its sole discretion.

18.0 Correspondence

All correspondence in connection with this tender shall be addressed to The General Manager (UMD), CMPDI(HQ), Gondwana Place, Kanke Road, Ranchi - 834031, Jharkhand, India. All telephonic / fax messages shall be followed by signed confirmation copy through mail/ courier.

19.0 Legal Jurisdiction

The matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid Document, if any, shall be subject to the Competent Court of Law at Ranchi.

20.0 Signing of Integrity Pact

All bidders shall sign integrity pact as per proforma of Integrity Pact placed at Appendix-2. The name & address of 'Independent External Monitors' of CMPDI are given below:

1. [to be specified]	2. [to be specified]
----------------------	----------------------

ANNEXURE-I

BID SUBMISSION FORM

Ref. No.

Date :

From : [Name of Company/Institution]
[Address of Company/Institution]

To
General Manager (UMD),
CMPDI (HQ), Gondwana Place,
Kanke Road, Ranchi 834008
Jharkhand, India.

Sub : **Tender Notice No. UMD/CIL/UGTech/Global/128/01 dated**

Dear Sir,

We, the undersigned, through this letter are submitting our bid to CIL for selection of Academic/Research Institutions and/or Consultancy Firms/Organisations for providing consultancy services for "**Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety**" and hereby declare that:

1. The undersigned is authorized to sign the BID SUBMISSION FORM and to finalise any contractual Terms & Conditions against the "Bid Document". Power of Attorney as per format is placed at Annexure-II enclosed;
2. We confirm acceptance of all the provisions including "Scope of Services" and "Terms & Conditions". Copy of the Bid Document duly signed is enclosed as a mark of acceptance;
3. We are enclosing the "Bid" in accordance with provisions of para no 3.0 "Submission of Bid" of section 1;
4. Authorizes CMPDI on behalf of CIL to proceed with due diligence necessary to verify the information presented by us in connection with the selection process;
5. Confirms the veracity of the information presented in response to the Bid Document;
6. Does not participate in the bidding process through another bidder either directly or through its subsidiaries and/or affiliates;
7. We confirm that validity of the bid is 180 days from the last date of submission of Bid.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any or all proposal you receive.

Enclosure : As above

Yours sincerely

Authorized Signature,
Name & Designation

Annexure-II

FORMAT OF POWER OF ATTORNEY

(Format for the Notarised and Legalised Power of Attorney for Authorised Signatory

dealing the Bid on behalf of the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

I** _____ on behalf of M/s _____ (Name & address of the, Sole/ Consortium Bidder) would like to declare as below :-

WHEREAS I/WE HEREBY AUTHORISE Mr./Mrs.* _____ to act as my Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. _____ issued by CMPDI on behalf of CIL.

AND WHEREAS the above named person, Mr./Mrs*. _____ is sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Name and Designation of the Authorised Signatory

(Person concerned* to submit the bid):

Signature of the Authorised Signatory :

Attested by :-

Signature

Name & Designation of the official**

For and on behalf of : (Name of the Bidder)

Annexure – III

BID SECURITY BANK GUARANTEE

(On Non-Judicial Stamp Paper of value not less than Rs. 25.00)

..... (Name of the Bank)

Address

Guarantee No.

A/c Messrs (Name of Bidder)

Date of Expiry

Limit to liability (currency & amount)

..... Invitation For Bid No.

..... dated

For (Description of work)

Subject : Bid Security Bank Guarantee.

Date 20....

To

.....
CMPDI
.....

[Name and Address of Employer]

Dear Sir,

In consideration of the _____ (Name of Employer)(hereinafter called "Employer") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ (hereinafter called "Bidder") from demand under the terms & conditions of "Standard Bidding Documents" (hereinafter called the said "Bidding Document") issued by the Employer vide No. _____ for the works _____ (Name of the work) from deposit of Bid Security for the due fulfilment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for Rs. _____ (Rupees only) (figures in words).

We the _____ Bank Ltd. (Name of Bank)(hereinafter referred to as "Bank") having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified the Employer to the extent of Rs. _____ (Rupees only)(figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Employer by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by the Employer on demand and without demur to the extent aforesaid.

2. We _____ Bank Ltd. do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfil the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ Bank Ltd. further agree that the Employer shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of the Employer that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered decision of the Employer that the Bidder has committed such breach or breaches and to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer shall be final and binding on us.

4. We _____ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.

5. We _____ Bank Ltd. further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Employer may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.

7. We _____ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Employer merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Employer or the Bidder or the said Bank shall not discharge our liability hereunder dated day of _____ 20..... for _____ Bank Ltd.

Yours faithfully

For
(Name of the Bank)

Annexure-IV

Format for Submission of Information towards eligibility criteria

FORMAT – I
 (To be filled in by the bidder)

DETAILED INFORMATION ABOUT THE BIDDER

1.0 Ref Para 2.1

SI. No.	ITEMS	DETAILS (To be filled in by bidder)
i)	Name of the Bidder	
ii)	Legal Status	
iii)	a) Postal Address of the Registered Office/ Office b) Telephone no.(s) c) Fax no(s) d) Web site, e-mail, if any e) Address of Regional / Local Office, if any	
iv)	a) Name of the authorised Representative, Designation & Postal address b) Telephone no. c) Fax no(s) d) Web site, e-mail address	
	If Consortium	
v)	a) Address of the Registered Office/ Office of the bidder/ consortium member(s). b) Telephone no. c) Fax no(s) d) Web site, e-mail address	

Date :

Place :

Authorized Signature,
Name & Designation

Annexure-IV (contd.)

Format for Submission of Information towards eligibility criteria

FORMAT – I (cont.)
 (To be filled in by the bidder)

DETAILED INFORMATION ABOUT THE BIDDER**1.0 Ref Para 2.1 (cont.)**

SI. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Name of the Institution or Company*	
ii)	Year of incorporation of the company under Company's Act or Year of Establishment of Institution	
iii)	Banker's Name & Address	
iv)	Registration Number of the Company (under Company Act) or the Institution, as applicable	
v)	Permanent Account No.(PAN)	
vi)	Service Tax Registration number in India	
vii)	The bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited	YES/NO
viii)	The government owned institutions may participate only if they can establish that they are legally autonomous	YES/NO
ix)	Any other information	

* In case of consortium, details of each members are to be filled in separate forms.

Certified attested copies, as applicable, to be enclosed.

Date :

Place :

Authorized Signature,
 Name & Designation

Annexure-IV (contd.)

Format for Submission of Information towards eligibility criteria

FORMAT – II
(To be filled in by the bidder)

DETAILES OF THE PAST EXPERIENCE/ JOBS DONE DURING LAST FIVE YEARS

1.0 Ref Para 2.2(i)

Sl. No.	Brief Job Title	Clients' Name, Address (to whom services have been provided)	Mine capacity (Mty)	Year of completion	Value of the work/ study	Other information, if any
JOB COMPLETED						
1						
2						
3						
4						

Note :

1. The value of the work/study will be converted into INR at the bill selling rate published by SBI as on the last date for submission of bid.
2. Only the work/study completed during the five (05) years period as mentioned in para 2.2(i) shall be mentioned.
3. Documentary evidence in form of certified copies of work orders/ completion certificates etc. should be submitted for each of the assignment.

Date :

Place :

Authorized Signature,
Name & Designation

Annexure-IV (contd.)

Format for Submission of Information towards eligibility criteria**FORMAT – III**
(To be filled in by the bidder)**FINANCIAL PARTICULARS OF THE BIDDER****1.0 Ref Para 2.2 (ii)**

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i)	Turnover during the last three financial years (up to March, [.....]) (In case of consortium, the turnover of each member should be furnished separately)	Turnover (INR/USD/Euro)
ii)	Copies of annual audited accounts statement for last three (03) financial years submitted	Yes/ No
iii)	Any other information	

IMPORTANT NOTE :

1. For the companies which follow calendar year as financial year turn over for the years [20..., 20.... & 20...] are to be included.
2. The format is not applicable for Academic/Research Institutions bidding as sole bidder or as consortium without any commercial entity as they are exempted from this clause.
3. The value of the turnover will be converted into INR at the bill selling rate published by SBI as on the last date of the bid submission date.

Date :

Place :

Signature of Owner/Authorised
representative of the BidderCounter Signed by
Chartered Accountant

Annexure-IV (contd.)

Format for Submission of Information towards eligibility criteria

FORMAT – IV

DETAILES OF KEY MANPOWER ON ROLL WITH THE BIDDER

1.0 Ref Para 2.2(iii)

Sl. No.	Name	Requisite Qualification	Requisite Experience
1.	Sr. Technical Expert (Mining)	B.E /B.Tech (Mining) or equivalent	10 years
2.	Technical Expert (Mining)	B.E /B.Tech (Mining) or equivalent	05 years
3.	Technical Expert (Geologist)	M. Sc (Geology) or equivalent	10 years
4.	Technical Expert (Infrastructure)	B.E /B.Tech (Mechanical / Electrical / Civil) or equivalent	10 years
5.	IT Expert	B.E /B.Tech/ M.Sc (computer) or equivalent	10 years
6.	Financial Expert	MBA(Finance)/Chartered Accountant / ICWA or equivalent	10 years

Note : Self attested CV of key personnel & countersigned by the authorised representative of bidder should be furnished.

Date : _____

Place :

Signature of Owner/Authorised
representative of the bidder

Format for Submission of Price bid

FORMAT – I
(To be filled in by the bidder)

PRICE BID

Sl. No.	Item	Firm price
		INR
1	Consultancy charges for the scope of services accordance with para 2.0 of Section-2	
2	Service Tax etc. as applicable	
	Total Bid Price	

Date :

Place :

Signature of Authorised
Representative of the bidder

Section – 2

SCOPE OF SERVICES

1.0 Introduction:

CMPDI, on behalf of Coal India Limited (CIL), invites sealed bids from Academic/Research Institutions and/or Consultancy Firms/Organisations, for providing consultancy services for “**Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety**”.

2.0 Scope of Services

2.1 Keeping in view the declining coal production from underground mines in CIL, numerous challenges in underground coal mining and rapidly increasing demand for coal, there is urgent need for enhancing coal production from underground mines, its modernization and to make underground coal mining competitive in the rapidly changing economic scenario. In this perspective, Coal India Limited, invites sealed bids from Academic/Research Institutions and/or Consultancy Firms/ Organisations for providing consultancy services for “Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety”. The ‘Terms of Reference’ for the above study are as under :

- (i) To assess the various factors that are coming in the way of enhancing coal production from underground mines of different coal companies in CIL;
- (ii) To study the available coal reserves suitable for underground mining in each coal subsidiary company of CIL;
- (iii) To assess the existing level of mechanization of the underground mines in various subsidiary companies and the trend in production from the same;
- (iv) To assess the scope for replacing cyclic mining and avoiding blasting operations by deploying mass production technologies like continuous miner, short wall mining, long wall mining, etc.;
- (v) To assess the scope of mechanization deploying continuous miners with matching roof supporting mechanism and to phase out side discharge loaders;
- (vi) To assess the scope of amalgamation of smaller units and strengthening the infrastructure for mechanization of amalgamated units;
- (vii) To assess the preparedness of different coal companies in terms of shelf of projects for implementation;
- (viii) To assess the requirement of different infrastructural support for taking Greenfield/brown field projects;
- (ix) To analyse the reasons for delay in implementing the already conceived underground continuous miner/long wall projects in BCCL in particular and other companies in general;
- (x) To assess the scope for reviving the identified 6 closed mines in different subsidiary companies as envisaged earlier;
- (xi) To assess the gap between the availability and the requirement of skilled man power for underground mines over next ten year's time;
- (xii) To assess the training needs of technical manpower in underground mechanization;
- (xiii) To assess the means of incentivizing underground coal mining;
- (xiv) To address the contract management issues to importing of equipment for underground mines and also to examine the issue of certification/approvals by safety regulator for imported underground machinery;
- (xv) To assess the possible cooperation with various technology providers from different countries for taking up large scale underground mechanization;
- (xvi) To suggest measure considering the above Terms of Reference for improving the production, productivity and safety from the underground mines.

The area of study with the above terms of reference is as under :

Sl. No.	Terms of reference	Area of study
(i)	To assess the various factors that are coming in the way of enhancing coal production from underground mines of different coal companies in CIL	In general and the mines selected for the study
(ii)	To study the available coal reserves suitable for underground mining in each coal subsidiary company of CIL;	In general and the mines selected for the study
(iii)	To assess the existing level of mechanization of the underground mines in various subsidiary companies and the trend in production from the same	For the mines selected for the study
(iv)	To assess the scope for replacing cyclic mining and avoiding blasting operations by deploying mass production technologies like continuous miner, short wall mining, long wall mining, etc.	For all mines selected for the study, wherever possible
(v)	To assess the scope of mechanization deploying continuous miners with matching roof supporting mechanism and to phase out side discharge loaders	For all mines selected for the study, wherever possible
(vi)	To assess the scope of amalgamation of smaller units and strengthening the infrastructure for mechanization of the amalgamated units	For all mines selected for the study, wherever possible
(vii)	To assess the preparedness of different coal companies in terms of shelf of projects for implementation	All future projects
(viii)	To assess the requirement of different infrastructural support for taking Greenfield/ brown field projects	All future projects
(ix)	To analyse the reasons for delay in implementing the already conceived underground continuous miner/ long wall projects in BCCL in particular and other companies in general	All the related mines of BCCL and related mines of other subsidiaries in general
(x)	To assess the scope for reviving the identified 6 closed mines in different subsidiary companies as envisaged earlier	Six (06) identified closed mines in different subsidiaries
(xi)	To assess the gap between the availability and the requirement of skilled man power for underground mines over next ten year's time	In general and the mines selected for the study
(xii)	To assess the training needs of technical manpower in underground mechanization	In general and the mines selected for the study
(xiii)	To assess the means of incentivizing underground coal mining	In general
(xiv)	To address the contract management issues to importing of equipment for underground mines and also to examine the issue of certification/ approvals by safety regulator for imported underground machinery	In consultation with DGMS, equipment suppliers/ manufacturers and CIL & its subsidiaries
(xv)	To assess the possible cooperation with various technology providers from different countries for taking up large scale underground mechanization	In consultation with technology providers of different countries and in general
(xvi)	To suggest measure considering the above Terms of Reference for improving the production, productivity and safety from the underground mines	In general and the mines selected for the study

2.2 Proposed methodology of execution

- (i) Coal production operations are primarily carried out through seven coal producing subsidiaries while operations in north-eastern region/coalfields is directly under the control of CIL. Coal India has 467 mines of which 273 are underground, 164 opencast and 30 mixed mines. Besides the operational underground coal mines, there are several abandoned or discontinued underground coal mines in different subsidiaries of CIL. Further, several underground coal mining projects have been approved and are under different stages of implementation as on-going projects; whereas few projects have already been identified as future projects which are in planning or approval stage or to be undertaken for planning.
- (ii) The bidder shall undertake study of about one-third of the existing underground coal mines (including operational as well as abandoned/discontinued mines) and on-going underground coal mining projects from each subsidiary of CIL and NEC. The bidder shall also undertake study of all future underground coal mining projects of different subsidiaries of CIL and NEC. A total of at least 90 (ninety) selected

underground coal mines/projects are to be studied within the scope of terms of reference.

(iii) Presently the dominant technology in CIL's underground mines is "Bord & Pillar". The Bord & Pillar method of mining is being carried out with Side Discharge Loaders (SDL), Load Haul Dumpers (LHD) in conjunction with drilling & blasting. Continuous Miner (CM) is emerging as a viable technology for continuous mining in "Bord & Pillar" method. In selected mines PSLW is also being used/proposed. The mines of North East Coalfields are having steep inclined thick seams and may require special mining methods as well as special strata support technique. The study should cover most of the representative underground mine/project sizes in all the coal producing subsidiaries and north-eastern coalfields (NEC), which is directly under the control of CIL.

(iv) The bidder, whose bid has been accepted for award of work, shall be notified by Employer through a LoA, in accordance with the clause no. 15.0 of section 1. On submission of acceptance of the LoA, the bidder shall be considered as "Successful consultant".

(v) A subsidiary-wise list of names of existing & abandoned/ discontinued underground coal mines and on-going/future underground coal mining projects along with its status and balance coal reserves shall be handed over by the Employer to the successful consultant. The successful consultant shall after due diligence identify and shortlist the names of prospective underground coal mines/projects in consultation with subsidiaries and CIL (for NEC) for the detailed study as per terms of reference under para 2.1. The names of coal producing subsidiaries & division of CIL are as follows:

- i. Bharat Coking Coal Limited, Dhanbad, Jharkhand;
- j. Central Coalfields Limited, Ranchi, Jharkhand;
- k. Eastern Coalfields Limited, Sanctoria, West Bengal;
- l. Mahanadi Coalfields Limited, Sambalpur, Odisha;
- m. Northern Coalfields Limited, Singrauli, Madhya Pradesh;
- n. South Eastern Coalfields Limited, Bilaspur, Chattisgarh;
- o. Western Coalfields Limited, Nagpur, Maharashtra; and
- p. North-eastern coalfields (NEC), Margherita, Assam.

(vi) A "Nodal Officer" has been designated by each subsidiary and the coal producing division at NEC. The list of the 'Nodal Officers' shall be made available by CMPDIL or CIL. The successful consultant shall coordinate with the "Nodal Officer" so designated by each subsidiary and NEC for the available inputs for the study. The successful consultant shall discuss the inputs, as available with mine authorities and other requirements for the subsidiary-wise identified and short-listed mines & other study areas with the 'Nodal Officer' so designated and/or CMD of the respective subsidiaries.

(vii) The successful consultant shall submit an inception report and make a presentation at CIL, Kolkata or any other place indicated in India by CIL. The Inception report & presentation shall include:

- 6. The proposed methodology for the study;
- 7. Requirement of list of available inputs with Employer & required from CIL/ subsidiaries for intended study for the scope of work as per terms of reference;
- 8. Proposed standard and norms to be adopted for the study
- 9. Break-up of time-line for the entire study
- 10. Other special features

(viii) The successful consultant shall visit each of the short listed underground mines/projects (subsidiary-wise) and available infrastructure, departments, facilities, workshop, etc., as the case may be, for the detailed study as per requirements under the terms of reference.

- (ix) The successful consultant shall have detailed deliberations with the mine officials, officials at the administrative Area level & Corporate level and obtain the available inputs for further analysis.
- (x) After completion of mine-wise study, the successful consultant shall submit a composite draft report, mine-wise as well as subsidiary-wise, for each CIL subsidiaries and NEC, comprising of the following:
 1. Name of the mines considered;
 2. Details of mines in terms of output capacity, existing technology of mining system and sub-systems, infrastructure details such as workshop, CHP, loading system, weighing system, etc.;
 3. Observations including details of concern area for improvement;
 4. Suggested changes or modifications and policy initiatives in relation to underground mines/project of CIL, in quantitative and qualitative terms, including automation, inputs and other requirements as well as time-line for implementation, keeping in view the terms of reference so as to achieve the CIL's objective; and
 5. Organizational setup for implementation of the proposed modifications.
- (xi) The successful consultant shall make a presentation of the draft report at CIL or any other place in India as advised.
- (xii) Submission of final report after incorporating the suggestions/ comments of CIL and/or its subsidiaries on the draft report.

2.3 Deliverables : 10 copies each with soft copy in CD

- (i) Inception Report & Presentation at CIL or at any other place in India as suggested by CIL.
- (ii) Interim draft report mine-wise for each CIL subsidiary and NEC.
- (iii) Draft Composite Report on scope of services at para – 2.1 and in accordance with 2.2 above and presentation at CIL.
- (iv) Submission of Final Report after incorporation of CIL/Subsidiaries' comments.

3.0 Employer's Responsibilities

The Employer shall provide to the successful consultant, free access to the mine site, Mining Plan/ Mine Feasibility Report /Project Report of the mine / other technical details for the study to the extent available with employer.

Section – 3

GENERAL CONDITIONS OF CONTRACT

1.0 The following Terms & Conditions shall be applicable during execution of the work by the successful consultant for providing consultancy services for “**Study on Underground Coal Mining in CIL – Problems, Potential, Technology, Modernisation, Production and Safety**”.

1.1 It shall be confirmed that the terms & conditions laid down in this chapter shall be acceptable by the bidder(s).

1.2 The language of the Bid/ offer, drawings & all correspondences between employer and the successful bidders shall be in English only. However, any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.0 Definitions

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (i) ‘Accepting Authority’ shall mean the CIL and includes its authorized representative or any other person or body of persons empowered on their behalf by CIL.
- (ii) ‘Approved’ shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- (iii) ‘Employer/ CIL’ wherever occurs in the document, means the Coal India Limited having registered office at 10, NS Road, Kolkata -700001, and is represented by Chairman or his authorised representative or any other officer specially deputed for the purpose.
- (iv) ‘Discrepancy’ – In the event of any discrepancy in words and figures, the description in words shall prevail.
- (v) ‘INR/ Rupees’ shall mean the lawful currency in India.
- (vi) ‘Singular & Plural’ words imparting the singular and plural meanings also mean the plural and singular where the context so requires.
- (vii) ‘Work/study’ shall mean the scope of services/ works required to be executed in accordance with the BID DOCUMENT.
- (viii) The “Government” shall mean the “Government of India” or an authorised representative/ agency/ department of the “Government of India”.
- (ix) “Successful Consultant” shall mean the bidder whose bid has been accepted by the Employer & a written intimation has been given by Employer to this effect and shall include his legal representatives, successors and permitted assigns.
- (x) “Engineer In charge” shall mean the designated officer in charge, who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the consultant nominated by CMPDI.
- (xi) “Contract Price” shall mean the total sum for which the tender is accepted by the employer.
- (xii) “Letter of Acceptance” of the Tender shall mean the official notice issued by employer notifying the successful that his bid has been accepted.
- (xiii) “Date of contract” shall mean the date on which consultant and the employer have signed the contract agreement.
- (xiv) “Final acceptance” shall mean the employer written acceptance of the final report performed under this contract after successful completion of work/study.

3.0 Patent Rights and Royalties

Royalties and fees for patent covering process used in the works shall be deemed to have been included in the contract price. The consultant shall satisfy all demand that may be made at any time for such royalties and fees and he alone shall be liable for any damages and claim for patent infringements and shall keep the employer indemnified in that regard.

4.0 Power to Vary or Omit work

No alteration, amendments, omissions, suspension or variations of the works under the contract as detailed in the contract document, shall be made by the successful consultant except as directed in writing by Employer but the employer shall have full power subject to the provisions therein after contained from time to time during the execution of the contract by notice in writing, to instruct the consultant to make such variation without prejudice to the contract. The consultant shall carry out such variation and be bound by the same condition as far as applicable as though the said variation occurred in the contract document.

5.0 Duration of contract

The date of completion for the performance of Services by the successful consultant under the Agreement shall be 05 (five) months from the Tenth 10th day of the date of issue of the Letter of Acceptance (LoA). Upon receipt of a written Letter of Acceptance from the Employer, the Successful Consultant shall submit their acceptance of LoA within ten (10) days from the date of issue of LoA & perform the services with due diligence and in accordance with the schedules agreed to herein.

6.0 Consultancy fees

The total fees hereunder shall not exceed quoted and agreed price till the date of completion of the Agreement and shall include all costs and expenses in the performance of the Services.

7.0 Engineer In-charge

General Manager (UMD), CMPDI or his authorized representative shall act as Engineer In-charge for the contract.

8.0 Payment Terms

The payment terms of consultancy fees will be as follows:-

- 8.1 10% on Submission of Inception Report in accordance with clause 2.3 (i) of section 2 & making presentation.
- 8.2 50% on Submission of Draft Composite Report on Scope of services at 2.1 of Section - 2 in accordance with clause 2.3 (iii) of section 2 and presentation at CIL.
- 8.3 Balance 40% on Submission of Final Report in accordance with clause 2.3 (iv) of section 2 and Acceptance by CIL.

9.0 Confidentiality

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 or 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 should 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 CMPDIL at any time during the agreement / award of

work / execution of work or 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 its expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

10.0 Limitation of Liabilities

Employer shall in no way be responsible for any liabilities arising out of the successful consultant's contractual obligation with the consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the successful consultant shall in no way be responsible for any liabilities arising out of employer's personnel.

11.0 Security Deposit

The successful consultant shall submit Security deposit for the amount equivalent to 10% of the lump sum agreed consultancy fee within fifteen (15) days from the date of issue of Letter of Acceptance towards Performance Guarantee. The Security deposit may be submitted in the form of Bank Guarantee from any scheduled Indian bank as per the format placed at Appendix-1. The validity of the bank guarantee shall be up to 90 days after the submission of Final report and acceptance by Employer.

12.0 Access to Consultant's Office

The Authorized representative(s) of Employer shall have right to access to the Consultant's premises at any reasonable time during the pendency of the concerned assignment for expediting, inspection, checking of the progress of the Consultant's work pertaining to this contract.

13.0 Settlement of Dispute

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be settled amicably after mutual consultations. In the event of non-settlement of the dispute, the settlement of the dispute with Govt. Agencies shall be dealt with as per the guidelines issued by the Cabinet Secretariat, Govt of India in this regards. In case of parties other than the Govt. Agencies, the redressal of the dispute shall be sought through Court of Law. The Competent court of Law at Ranchi shall have exclusive jurisdiction for settlement of the dispute or any matters under the contract.

14.0 Termination

14.1 By the Employer

The Employer may terminate this Contract by not less than thirty (30) day's written notice of termination to the Successful Consultant in cases of events referred to in paragraphs (a) to (c) of this Clause and sixty (60) days in the case of the event referred to in (d):

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within any further period as the Employer may have subsequently approved in writing:
- (b) if the Consultant become insolvent or bankrupt:
- (c) if the Consultant in the judgment of the Employer have engaged in corrupt or fraudulent practices in executing the Contract
- (d) if the Employer in its sole discretion and for any reason whatsoever decides to terminate this Contract

14.2 By the Successful Consultant

The Successful Consultant may terminate this Contract by not less than thirty (30) day's written notice to the Employer. Such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause.

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to disputes pursuant to Clause & within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) If as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

14.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 14.1 & 14.2 the employer shall make the following payments to the Successful Consultant:

- (a) Except in the case of termination pursuant to paragraphs (a) (b) and (c) of Clause 14.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the personnel and their eligible dependents,
- (b) Remuneration pursuant to Clause 14.2 for the services satisfactorily performed prior to the effective date of termination.

15.0 Liquidated Damages

In case of delays attributed to Successful Consultant beyond the scheduled dates / period of completion of the contract, liquidated damages (not as a penalty) shall be calculated and recovered at the rate of half percent (1/2%) of the contract price, for the delay of one (1) week or part thereof, subject to maximum of Ten percent (10%) of the contract price.

16.0 Deduction from contract Price

All costs, damages or expenses which the employer has paid, for which under the contract the Successful consultant is liable, will be claimed by the employer. Such claims shall be paid by the consultant within fifteen (15) days from the claim by the employer, failing which money due or becoming due to the consultant, shall be recovered from the consultant's bill.

17.0 Force Majeure

Neither of the parties hereto shall be considered in default in performance of the obligations under the Agreement if such performance is prevented or delayed by Force Majeure events such as but not limited to War including Civil War (whether declared or not) Civil commotion, insurgency, hostilities, revolution, riots, conflagration, epidemics, accident, fire, flood, drought, earthquake or because of any act of god or cause beyond the reasonable control of the party affected or prevented by sufficient cause provided notice in writing is given with 7 (seven) days of occurrence of force majeure or within the shortest possible period by consultant to Employer or vice-versa.

Soon after the cause of force majeure has been removed, the party, whose ability to perform has been affected, shall promptly notify the other party of such cessation and the actual delay occurred with necessary evidence in support thereof. From the date of occurrence of event of force majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the case itself and inability resulting there from have been removed and the agreement time of completion of the respective obligation under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one of the parties be prevented from fulfilling the obligations by a state of force majeure lasting for a period of more than 1(one) month, the two parties shall consult each other and decide on the future course of action for execution of the Agreement.

During the period of inability to perform the services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid for the work already performed as per the terms of the agreement.

18.0 Law Governing Agreement

The Agreement shall be governed by the law as applicable in India & shall be construed in accordance thereto.

Appendix-1

**BANK GUARANTEE PROFORMA FOR
SECURITY DEPOSIT / PERFORMANCE 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:

<.....> Limited,

.....

In consideration of the <.....> Limited, having its Registered office at <.....> (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 Successful Consultant] (hereinafter called to as "Successful Consultant" 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 Acceptance (LoA)] and the same having been unequivocally accepted by the Successful Consultant resulting into a Contract Agreement dated _____ valued _____ [value of Work Order] (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of _____ [indicate figure]% of the Contract Price _____ [amount in figures and words] from a Nationalised/Scheduled Bank for due performance of the work executed by the Successful Consultant 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 Successful Consultant 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 Successful Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Successful Consultant 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 Successful Consultant. 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 Successful Consultant, 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 Successful Consultant 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 Successful

Consultant and notwithstanding any security or other Guarantee that the Employer may have in relation to the Successful Consultant's liabilities.

Dated this _____ day of _____, 20____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Seal of Bank _____

Appendix-2

PROFORMA FOR INTEGRITY PACT
INTEGRITY PACT
 Between
 <.....Limited> hereinafter referred to as "The Principal"
 and
 <.....> hereinafter referred to as "The Bidder / Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws and regulation, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organisation Transparency International (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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:-
 1. No employee of the Principal, personally or through family members or any other person acting on his/her behalf, with in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process, treat all Bidders with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He/she commits himself/ herself to observe the following principles during his/ her participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other persons 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 immaterial 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.
 2. The Bidder/Contractor will not enter with other Bidders into any agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/Contractor 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.
4. The Bidder/Contractor will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
5. The Bidder/Contractor 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/her 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 has committed a transgression through a violation of Section 2 such as to put his/her reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression. The severity will be determined by the facts and 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. 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.
3. If the Bidder/Contractor can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the T1 approach or with any other Public Sector Enterprise in India that could justify his/her exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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 Bidders/Contractors/Subcontractors

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 its Chief Vigilance Office.

Section 8 – External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal will appoint 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 obligation under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his/her function neutrally and independently. He/she reports to the chairperson of the Board of the Principal.
3. The Contractor 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/her project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. 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.
5. 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 heal the violation, or to take other suitable 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.

6. 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/her by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/ Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
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 respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. <.....>.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.

For the Principal (Seal, Date, Place)

For the Bidder / Contractor (Seal, Date, Place)

Witness 1

Witness 2