



Under Jurisdiction of Ranchi Court Only
Central Mine Planning & Design Institute Ltd.
 (A Mini Ratna Company - Subsidiary of Coal India Ltd.)
 Gondwana Place, Kanke Road, Ranchi – 834031, JHARKHAND, India
Office of the General Manager (CMC)
 Phone: +91-8987788893
 E-mail: gmcmc.cmpdi@coalindia.in

TENDER DOCUMENT

(Open Domestic Tender through e-Procurement Portal: <https://coalindiatenders.nic.in> for 3D Seismic Survey along with Exploration in the Chopna-Shaktigarh Block, Tawa Valley Coalfield of Betul District in State of Madhya Pradesh)

TENDER REFERENCE NUMBER: CMPDI/CMC/2020/24

In order to enhance the Coal Resource base, Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary of Coal India Ltd., plans to take up 3D Seismic Survey along with Exploration in the Chopna-Shaktigarh Block, Tawa Valley Coalfield of Betul District in State of Madhya Pradesh.

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible Bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	Quantity		Estimated Contract Value (ECV) (In ₹) Including GST	Earnest Money (In ₹)	Period of Completion (In Days)					
	3D Seismic (Square km)	Drilling (Meter)			Mobilization period for 3D Seismic and Drilling	For Field & Lab Studies*	For Report Preparation	Total		
						3D Seismic and Drilling	Geological Report (GR) preparation incorporating 3D Seismic Report**			
3D Seismic Survey along with Exploration in the Chopna-Shaktigarh Block, Tawa Valley Coalfield as per Scope of Work given at Annexure-I, IA & IB.	42 sq. km	61300m	47,95,97,592.00	59,94,970.00	75 Days	615 days	180 Days	870 Days (75 days- Mobilization) + (615 days for 3D Seismic & Drilling) + 180 days Integrated GR preparation)		

* Both the activities will start simultaneously, starting with Survey involving laying down of lines, borehole location survey etc. followed by other activities within 75 Days from issue of letter of acceptance/work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, whichever is later.

** Geological Report (GR) incorporating 3D Seismic Report will be prepared within 180 days after the completion of the drilling work.

Tender Inviting Authority	Contact Person(s)
General Manager (CMC*) CMPDI (HQ) Gondwana Place, Kanke Road, Ranchi – 834031, Phone – +91-8987788893	General Manager (Exploration) – 8987788782 E-procurement Help Line - 0651-2233058

* Contract Management Cell

2. Time Schedule of Tender: As given on the on-line tender document.

Sl. No.	Particulars	Date	Time (in Hours)
a.	Tender e-Publication date		
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid Submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i.	Bid Opening Date		

As available on website
<https://coalindiatenders.nic.in>

NOTE (Important):

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. There is no tender fee and the bidders can download the Tender Document free of cost.
- v. Bidders are advised to download the complete set of the Tender Document, including the tender details.

3. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.nic.in> and Tender Notice shall be available at websites www.cmpdi.co.in & <http://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time specified for downloading the document.

4. Clarification of Bid:

The bidder may seek clarification online through e-tendering portal <https://coalindiatenders.nic.in> within the specified period. No other mode of seeking clarifications shall be entertained. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission.

5. Bid Security / Earnest Money (EMD):

5.1. Deposit of EMD:

The bidder will have to make the payment of EMD through **ONLINE** mode only.

NOTE: This shall be deposited in the manner as described below:

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

In Online mode the bidder can make payment of EMD either through net banking from designated Bank(s) or through NEFT/ RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to CMPDIL's designated Account.

In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal.

Bidder will be allowed to submit his / her bid only when the EMD is successfully received in CMPDIL's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

NOTE: The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

5.2. Exemption of EMD

The bidders under the category of State/Central Govt./PSUs/firms registered with NSIC/MSEs(Micro & Small Enterprises) / Start-up having valid registration for the tendered works are exempted from submission of EMD against uploading of valid documentary evidence in cover I.

6. User Portal Agreement:

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including 'General Terms & Conditions', 'Special Terms & Conditions' and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted / tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Pre-Bid Meeting:

Pre-bid meeting in compliance with different manuals of CIL may take place in the office of General Manager (CMC), Contract Management Cell / Tender Inviting Authority, if required, after publication of Tender but in any case at least 1 (one) day before the start date of Bid submission. The pre-bid meeting shall be held with address on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, before start date of bid submission which can be viewed by all interested bidders.

8. Qualification of the Bidders:

8.1. In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

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

8.2. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture, consortium having eligibility to participate as per eligibility criteria stipulated in **clause No.9 of NIT** and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

8.3. **Requirements of a Joint Venture** - Two or Three companies / contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply the following requirements:

- i) Following are the minimum qualification requirements for a joint venture.
 - a) The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under clause 9 of the NIT towards fulfillment of qualification criteria related to the experience.
 - b) The qualifying criteria parameter e.g. financial resources (Working Capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause No. 9 of the NIT towards fulfillment of qualification criteria related to working capital.
- ii) The formation of Joint Venture or change in the Joint Venture character / partners after submission of the bid and / or any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre- qualification requirements, subject to written approval of the employer.
- v) The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the

joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

- vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration/ letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
- ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- x) The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
- xi) The earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more partners of the JV.
- xii) The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.
- xiii) JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
- xiv) JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN / GSTIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

Note: In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN and GST registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

8.4. Requirements of a Consortium – Following requirements, in case of Consortium Route of participation, shall be met:

- i. The maximum number of consortium members may go up to 03 (Three) with clearly defining in the Consortium Agreement who will be the Lead Member for the purpose of this Work apart from other Terms and Conditions.
- ii. The Consortium agreement must specify the roles and responsibilities of each member.
- iii. The work order will be placed on the Lead Member (Bidder).
- iv. The Lead Member shall be the bidder having experience of either of drilling activities/seismic activities. The Consortium Agreement must provide that the Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and will have the sole responsibility for execution of the Contract.
- v. Collectively consortium members must meet the Technical Qualification requirements (TQR) i.e 3D seismic survey and its allied activities, Coring Drilling, Field Geological services, Topographical Survey, Geophysical Logging/Surveying & Preparation of Geological Report.
- vi. However, Lead member has to meet the Working Capital requirement as per Clause No. 9.2 of NIT.
- vii. To facilitate statutory deductions, all statutory documents like PAN / GSTIN etc. shall be submitted by the Lead Member (Bidder) at the time of bid submission.
- viii. The Bills will be raised by the Lead Member on behalf of the Consortium and all payments shall be credited in the account of Lead Member only as per Clause No. 9.0 of General Terms & Conditions" (GTC). CMPDIL will not be responsible for making any payment to the Individual members of the Consortium and no such claim shall be entertained by CMPDIL.

ix. Submission of Consortium Agreement (To be submitted by bidders as a Confirmatory Document): Bidder shall upload a Consortium Agreement with his Consortium members as per format given in the Annexure-X of this bid document. This Consortium Agreement shall be signed by all the Consortium members, through their respective authorized signatories.

9. Eligibility Criteria

9.1. A. Work Experience

The bidder, along with its associates in case of consortium, must be having experience of works (includes completed / ongoing) of **similar nature** which includes **3D seismic survey and its allied activities, Coring Drilling, Field Geological services, Topographical Survey, Geophysical Logging/Surveying & Preparation of Geological Report**, **valuing 50% of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50% of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.**

“Annualized value” of the work shall be calculated as the “*Estimated Cost / Period of completion in Days x 365*”.

The value of executed works shall be given a **simple** weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

The works of Similar Work shall be “3D Seismic Survey and its allied activities for an oil/ gas/ coal / lignite / stratified deposit” AND “Coring Drilling OR combination of Coring & Non-Coring Drilling in a coal / lignite / stratified deposit along with other allied activities” as specified below:-

Geological Work: The bidder, along with its associates in case of consortium, must be having experience of preparing at least one geological report (GR) of coal/lignite/ stratified deposit & **carrying geophysical logging in at least 10 boreholes of coal/ lignite/ stratified deposit.**

3D Seismic Survey Work: The bidder, along with its associates in case of consortium, must be having experience of acquisition#, processing, interpretation & documentation along with topographical survey of at least one 3D Seismic Project in Oil/Gas or stratified deposits.

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

Data to be furnished by Bidder online: In respect of the above eligibility criteria, the bidders are required to furnish the following information online:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience
- iv. Name & address of Employer/ Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture).
- vi. Executed Value of work against each experience
- vii. In case the bidder is a Joint Venture, the work experience of any one, two and three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

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

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

Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the ‘last date’).
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement (50% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the bidder may be an ongoing work and only the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm /partnership firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture /partnership firm will be considered against eligibility.

For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought online.

(#: For Data acquisition purposes, the experience of providing Seismic survey services like-cutting of bushes, surveying of lines, laying of Geophones, movement of machines, drilling of shot holes, arranging labour, fixing of pegs etc. shall not be counted towards the Data acquisition activity.)

9.1. B. Key Professionals:

The bidder along with its associates in case of consortium must have key professionals as per number and experience mentioned in the Table below:

Table showing details of Key Professional required					
Sl. No.	Specialization	Level	Minimum Requirement	Qualification	Minimum Experience (Years)
I	Geologists	Supervisory	1	M. Sc. / B. Tech. in Geology / Applied Geology or equivalent	5 Year experience in coal / lignite exploration & preparation of minimum 1 GR of coal / Lignite / Stratified deposit
		Execution	1	M. Sc. / B. Tech. in Geology / Applied Geology or equivalent	3 Year experience in coal / Lignite / Stratified deposit
II	Surveyor	Execution	1	Diploma / Surveyor Certificate	3 Year experience in DGPS Survey in coal / Lignite / Stratified Deposit
III	Geophysicist	Supervisor	1	M. Sc. /Masters in Geophysics / Applied Geophysics or equivalent	5 Year experience in 3D Seismic data processing, Interpretation & report preparation in OIL/GAS/Stratified Deposit
		Execution	3	M. Sc. /Masters in Geophysics / Applied Geophysics or equivalent	3 Year experience in 3D Seismic Survey in data acquisition work in OIL/GAS/Stratified Deposit
			1	M. Sc. /Masters in Geophysics / Applied Geophysics or equivalent	3 Year experience in Geo-physical Logging in data acquisition, processing, & Interpretation work, in Coal/ Lignite Deposit

Note: One person shall be eligible for only one skill set, even though having minimum requisite qualification for more than one skill set. The key personnel should be full time employee on the roll of bidder. In case of contractual employment, the contract should be for full time employment of at least 24 months.

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

For Key Professionals bidders are required to submit copy of the self-attested CV for each professional as declared by the bidder.

9.2. Working Capital:

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

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA with UDIN who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the working capital of the bidder for that particular financial year

Technical evaluation by the System:

- i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line or equivalent certificate of foreign partner issued from the respective country.

9.3. Fleet Requirement:

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching Rigs & Latest data acquisition instruments and accessories for 3D Seismic Survey and Geophysical logging Survey and the related software as per NIT either owned or hired as per Annexure-VI.

Data to be furnished by Bidder online: In respect of the above eligibility criteria, the bidders are required to furnish the following information online:

Confirmation in the form of YES/NO regarding acceptance to deploy matching Drilling Rigs/Survey Instrument/Geophysical Logging unit/equipment and related software as per NIT either owned or hired

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document): An affidavit confirming acceptance to deploy sufficient number of matching **Drilling Rigs/Survey Instrument/Geophysical Logging & Geophysical 3D Seismic Survey unit/equipment and all the related software as per NIT** either owned or hired. This should also contain list of equipment and software to be deployed as per table given below –

Sl no.	Name of equipment – Drilling rigs/Geophysical logger(s), Survey equipment/ Seismic acquisition system/ Software etc.	No. of equipment to be deployed	Make & model#

Note - Table may be expanded as per requirement

#: The recording instrument should not be more than 5 years old on the date of submission of techno-commercial bid. For 3D Seismic survey equipment and Software please refer-Note no's-8, 9 and 10 of Annexure-I

9.4. Permanent Account Number:

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

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

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

PAN CARD of the bidder

NOTE: In case, the bidder is a *Joint Venture/ Consortium*, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV/ Consortium and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV/Consortium itself).

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

The bidder should be either

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

Registration:

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

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

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

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

Explanation:

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

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

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

- i. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.
- ii. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

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

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

- I. Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

II. Status: GST Registered Bidder under composition scheme:
 Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India..

II. Status: GST unregistered bidder:
 Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.

NOTE:

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

1. In case the Service contract is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Service contract at the time of execution of agreement/ before the payment of first running on account bill.
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and Rules.

Technical evaluation and L-1 status:

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

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

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

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

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

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

d) *The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.*

- e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.
- f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.

- i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

9.6. An Undertaking:

An Undertaking on the bidder's letter-head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the bid document at **Annexure-VIII** of the GTC.

9.7. Legal Status of the bidder:

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
5. Agreement in case of consortium as per **Annexure-X** along with Legal Status of Lead Partner with confirmatory documents

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

Confirmation in the form of YES / NO regarding possessing the supporting documents.

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

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

9.8. Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

Confirmation in the form of YES / NO regarding either a DSC holder or possessing the supporting document for authorization.

9.9. Banning:

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

9.10. Provident Fund:

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

10. Submission of Bid:

- 10.1. The bidder can submit their bid only after payment of EMD as per the provision stipulated in the NIT.
- 10.2. The bidder will submit their bid online. No off-line bid shall be accepted.
- 10.3. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The prospective bidders should register for availing the services through the option "Online Bidder Enrollment" on the home page of at <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- 10.4. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- 10.5. In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.6. The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

10.7. General Instructions for Submission of Tender

For online submission of tender the bidders will have to upload "Letter of Bid", Information regarding Eligibility Criteria, working capital and all the confirmatory documents as prescribed in the NIT in Cover-I and only "Price-bid" in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in cover I.

- a. **General Technical Evaluation:** The bidder has to fulfil/comply with all the terms of 'General Technical Evaluation' (GTE).
- b. **Letter of Bid:** The format of Letter of Bid (LOB) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

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

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

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document								
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder's letter head, in prescribed format (Annexure- VII).								
2	Earnest Money Deposit:	Refer Clause No. 5 of NIT. NOTE: The bidders claiming exemption from submission of EMD (as per clause 5.2) must upload valid documentary evidence in cover I.								
3	<p>Work Experience</p> <p>The bidder must have experience of works (includes completed / ongoing) of Similar Work which includes 3D seismic survey and its allied activities, Coring Drilling, Field Geological services, Topographical Survey, Geophysical Logging/Surveying & Preparation of Geological Report valuing 50% of the annualized <i>estimated</i> value of the work put to tender (for period of completion over 1 year) / 50% of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p> <p>Geological Work: The bidder, along with its associates in case of consortium, must be having experience of preparing at least one geological report (GR) of coal/lignite/ stratified deposit & carrying geophysical logging in at least 10 boreholes of coal/ lignite/ stratified deposit.</p> <p>3D Seismic Survey Work: The tenderer, along with its associates in case of consortium, must be having experience of acquisition, processing, interpretation & documentation along with topographical survey of at least one 3D Seismic Project in Oil/Gas or stratified deposits.</p>	Bidders are required to submit Work Order along with satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought online. In case of 3D seismic survey, completion certificate includes experience in acquisition, interpretation, processing & documentation. Note: In case of JV/Consortium, above documents of partner(s)/members are required.								
4	Key Professionals:	The bidders are required to submit copy of the self-attested CV for each professional as declared by them.								
5	The Availability of Working Capital (Refer clause 9.2) : Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India and UDIN containing the information as furnished by bidder on- line or equivalent certificate of foreign partner issued from the respective country.								
6	Fleet Requirement (Refer clause 9.3): The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching <i>Drilling Rigs/Survey Instrument/Geophysical Logging & Geophysical Survey unit/equipment and related software</i> as per NIT either owned or hired	An affidavit confirming acceptance to deploy sufficient number of matching Drilling Rigs/Survey Instrument/Geophysical Logging & Geophysical 3D Seismic Survey unit/equipment and all the related software as per NIT either owned or hired. This should also contain list of equipment and software to be deployed as per table given below								
	<table border="1"> <thead> <tr> <th>Sl no.</th> <th>Name of equipment – Drilling rigs/Geophysical logger(s), Survey equipment/ Seismic acquisition system/ Software etc.</th> <th>No. of equipment to be deployed</th> <th>Make & model#</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>		Sl no.	Name of equipment – Drilling rigs/Geophysical logger(s), Survey equipment/ Seismic acquisition system/ Software etc.	No. of equipment to be deployed	Make & model#				
Sl no.	Name of equipment – Drilling rigs/Geophysical logger(s), Survey equipment/ Seismic acquisition system/ Software etc.	No. of equipment to be deployed	Make & model#							

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document					
		<table border="1" data-bbox="925 215 1448 258"> <tr> <td data-bbox="925 215 997 258"></td> <td data-bbox="997 215 1068 258"></td> <td data-bbox="1068 215 1140 258"></td> <td data-bbox="1140 215 1211 258"></td> <td data-bbox="1211 215 1448 258"></td> </tr> </table> <p data-bbox="925 265 1448 298">Note – Table may be expanded as per requirement</p> <p data-bbox="925 314 1448 370">#: For 3D Seismic survey equipment and Software please refer-Note no's-8, 9 and 10 of Annexure-I</p>					
7	<p>Permanent Account Number (PAN) (Refer clause 9.4): The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.</p>	<p>In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder.</p> <p>(In case of JV / consortium, PAN card for each Indian partner of JV/ Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/ Consortium itself).</p>					
8	<p>Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 9.5 of NIT)</p>	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>I Status: GST registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>II Status: GST Registered Bidder under composition scheme: Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India..</p> <p>III. Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.</p> <p>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.]</p>					
9	<p>Legal Status of the bidder (Refer clause 9.7):</p>	<p><u>Any one of the following documents:</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner. 5. Agreement in case of consortium as per Annexure-X along with Legal Status of Lead Partner with confirmatory documents <p>(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the NIT).</p>					

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
10	Valid Digital Signature Certificate (Refer clause 9.8):	If the bidder himself is the DSC holder bidding online then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
11	Integrity-Pact: (Applicable for tendered value of Rs.2.00 Crore & above).	Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-II). Note: In case of JV, Integrity Pact shall be signed by all the partners.
12	Mandate Form for Electronic Fund Transfer.	Copy of Mandate form duly filled in as per Performa. (As per Annexure- IV).
13	Banning /Delisting (Refer clause 9.9): The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.	If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.
14	Certificate of Local Supplier (Clause 18 of NIT)	The 'Class-I Local supplier/Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item/services offered meets the local content requirement for 'Class-I Local supplier/Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. In case of estimated value in excess of Rs. 10 crores, the 'Class-I Local supplier/Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies) giving the percentage of local content.
15	An undertaking regarding genuineness of the information furnished by him online and authenticity of the scanned copy of documents uploaded by him online in support of his eligibility, as per the format given in Annexure-VIII.	
16	Any other document to support the qualification information as submitted by bidder online.	
Note:		Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria

e. **Price- Bid/ Cover-II/ Part-II:**

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

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

- I GST Registered Bidder under regular scheme, or

- II GST Registered Bidder under composition scheme, or
- III GST unregistered Bidder

The Price bid file will be digitally signed and uploaded by the bidder in Part-II / Cover-II.

10.8. **SYSTEM FOR DECISION OF L-1:**

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

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

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

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

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

10.9. **Contract Value:**

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

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

11. **Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/ Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder percentage in compliance with GST rules, the bidder shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered bidder, GST,if applicable will be deposited by CMPDI directly to concerned authorities in terms with GST provisions.

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

If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

12.1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 1 (one) year from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

12.2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 12.3 below.”

Note :

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

12.3. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

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

B. Offline Withdrawal of Bids :

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

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause 12.I-(A) (b) and Clause 12.I-(B) shall be put up to Tender Committee for deliberation and further course of action.

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

13. Tender Status: It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and Internet connectivity at bidder's premises to access the e-tender portal. Under any circumstance, CMPDIL shall not be liable

to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

14. Extension of Time schedule of Tender:

If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days. This will be reflected in the portal after midnight i.e. start of the next day.

In case number of bids received is still less than three after two extensions, the tender received will be opened. If no tender is received after second extension the tender will be cancelled.

15. OPENING OF TECHNICAL BID:

- 15.1. Opening of Technical bid: The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- 15.2. The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.
- 15.3. All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded on the same day.

16. Technical Evaluation of Tender:

- 16.1 After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- 16.2 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- 16.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- 16.4 The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- 16.5 In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- 16.6 Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- 16.7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- 16.8 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as as (16.2) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility

status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

- 16.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified If they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement
- 16.10 After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- 16.11 In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)
- 16.12 Preference to MSEs (For applicable services) and Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time .

17. Financial Evaluation of the bids:

- 17.1. The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical-commercial eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by bidder(s) in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
- 17.2. After Financial evaluation of tender, "Financial Evaluation Summary" will be uploaded by the evaluator online in the e-Procurement portal of CIL. The bidder who has been considered 'Techno-commercially' suitable will be considered for Award of work
- 17.3. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued and the scanned copy of the LoA will be uploaded on the e-Procurement portal.
- 17.4. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (Annexure-IX).
- 17.5. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one(1) year from participating in tenders in CMPDIL.

18. A. Purchase preference to "Micro & Small Enterprises (MSEs)" & "START-Ups": Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

In the procurement of works which are divisible in nature, the following procedure shall be followed :-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content :

If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.

A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

18 B. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS):

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

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

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

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

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

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
2. 'Bidder' means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
3. The competent Authority for the purpose of Registration shall be the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT).
4. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. The Beneficial owner for the purpose of 4 above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control"; shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individual(s), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership

of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or(2) or(3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

20. Abnormally high rate (AHR) & Abnormally low rate (ALR) items:

- 19.1. If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.
- 19.2. Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.
- 19.3. Additional Performance Security shall be furnished by bidder along with normal performance security within 21 days of issuance of LOA by the successful bidder.
- 19.4. Work shall commence only after submission of Performance Security and Additional Performance Security, if any.
- 19.5. Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.
- 19.6. Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.
- 19.7. This Additional Performance Security will not carry any interest and shall be released in the following manner.
 - i. 30% of additional performance security will release after 60% of the total work is completed.
 - ii. 50% of additional performance security will release after 80% of the total work is completed.
 - iii. 100% of additional performance security will release after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security. The validity of the Bank Guarantee if Additional performance Security submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

21. EMD Refund:

- a. If EMD is paid by the bidder in online mode (Direct Debit / NEFT / RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his / her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.
- g. Bid Security of bidder will not carry any interest during the period of retention in CMPDIL.

22. **Bid Extension:** If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of **2 (Two)** days and if the number of bids still remains less than three then for another **5 (Five)** days:

- i) Last date of submission of Bid
- ii) Last date of receipt of EMD
- iii) Bid Opening date.

23. **Cancellation of Tender:** Any tender published on the e-Procurement portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".

Tenders should be cancelled only under exceptional cases with due approval of Tender Approving Authority. In case of tenders where Board of Directors of CMPDIL is the Tender Approving Authority, in such cases the approval of CMD, CMPDIL will be required. However, for cancellation of Tender due to non-receipt of any bid, no approval will be required.

In all such cases the Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.

The Cancellation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Cancellation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Cancellation Notice will be uploaded only on the e-Procurement portal.

24. All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

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

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

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

28. **Subletting/Sub-vending** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The contractor or his sole authorized agent shall be the sole point of contact for all purposes of the contract. The contractor will have the sole and prime responsibility for the execution of the statement of work. The prime contractor shall confirm unconditional acceptance of full responsibility of executing the scope of work in this tender. The confirmation should be submitted along with the techno-commercial bid. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor.

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

29. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

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

31. **Site Visit:** The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings on **CMPDIL's specified date** and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

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

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

32. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

33. **Change in Constitution of the Contracting Agency:**

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

34. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
35. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

36. Currencies of Bid and Payment:

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

37. Period of Work:

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

38. Commencement of Work:

The work should be completed within the stipulated period and the date of commencement shall be reckoned from the next working day of issue of letter of acceptance/work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, whichever is later.

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

39. Deployment of Manpower and Machineries:

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

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

- I. The notification of LOA will constitute the formation of the Contract.
- II. The work order shall be issued by GM(Exploration) after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details: -
 - a. Time schedule for Execution of Formal written Agreement.
 - b. Any other salient detail as per standard format (to be decided at Subsidiary level)

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

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to clause 4.5 of conditions of contract(GTC).

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

- III. In the bidding process, the cause of rejection of bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 20 of NIT.
- IV. The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

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

The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter of Acceptance (LOA) of the tender issued by the Company, the successful tenderer shall execute contract

agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA shall entail cancellation of LOA and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

41. Validity of offer:

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

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

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

42. One Bid per Bidder:

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

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

44. Performance Security shall be 5% of the Annualized value of contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:

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

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

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

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c. Money (Demand Draft) drawn in favour of CMPDI on any Scheduled Bank payable at its branch at RANCHI.
- d. The Earnest Money / Bid Security deposited shall be discharged when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit equivalent to the 5% of the Annualized value of contract amount.
- e. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either –
 - (a) at Bidder's option by a Scheduled Bank
or
(b) by a foreign bank located in India and acceptable to the employer.
- f. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (*Zero date for BG is the Date of issue of LOA*).
- g. Work shall commence only after submission of Performance Security and Additional Performance Security, if any.
- h. In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

- i. Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDIL for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm..
- j. **Retention money will be deducted at 5% from the Running on Account bill/Final Bill for the work done against the work order. Retention money of 5% deducted from the bills shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the PRCO/GM (Exploration))**
- k. The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.
- l. **If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.**
- m. Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Project Manager)

45. Additional Performance Security

Additional Performance Security shall be in accordance with the **Clause 20 of NIT**, and is to be submitted within 21 days of receipt of Letter of Acceptance (LOA), by the successful bidder, in any of the form given below:

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

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

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

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c. Money (Demand Draft) drawn in favour of CMPDI on any Scheduled Bank payable at its branch at RANCHI.
- d. If Additional Performance Security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either at bidder's option by a Nationalized / Scheduled Indian Bank
- e. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (Zero date for BG is the Date of issue of LOA).
- f. **If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.**
- g. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.
- h. Work shall commence only after submission of Performance Security and Additional Performance Security, if any.
- i. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security
- j. Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

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

47. Employment of Local Labour:

- a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

The contractor's workmen shall be paid through Bank.

- b) If a contractor submit his bid qualifies and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

48. Non-disclosure/ Confidentiality clause:

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

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

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

49. Prohibition of Child Labour engagement:

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

50. Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labor's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.
- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the

discipline as per Industrial Employment (standing orders) Act. 1946.

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

51. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

52. Settlement of Disputes:

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

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

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

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

If differences still persist, the settlement of the dispute shall be resolved in the following manners:-

Disputes relating to the commercial contracts with Central Public Sector Enterprises/Govt. Departments (except Railways, Income Tax, Customs & excise duties)/State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (The Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015).

53. Settlement of Disputes through Arbitration:

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

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

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

Sole Arbitration:

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

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018".

54. Legal Jurisdiction:

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

55. Integrity Pact:

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

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

Shri Jagdish Prasad Meena, IAS (Retired) Flat A1/401, Bharat Apartments, Plot 8, Sector-18A, Dwarika, New Delhi-110075. Mobile No. 08802334455 e-mail: meenajp@gmail.com	Shri Chet Ram Koli Retired Principal Commissioner of Income Tax, Flat No. 1701 Imperia, Mahavir Millennium, Near Sidhachal, Vasant Vihar, Thane (W) , Maharashtra-400610. Mobile 9869479987, e-mail : cr_koli@yahoo.com
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भवदीय

महाप्रबन्धक (सी.एम.सी)

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "CMPDI" wherever occurs in the conditions, means the Central Mine Planning & Design Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Contractor" wherever occurs means the successful Bidder who has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iii. "**The Site**" shall mean the site of the contract work viz. **3D Seismic Survey along with Exploration in the Chopna-Shaktigarh Block, Tawa Valley Coalfield of Betul District in State of Madhya Pradesh is being carried out.**
- iv. The term "subcontractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- v. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge /Designated Officer-in-charge will be the Project Coordinator (PRCO). In all cases PRCO will be General Manager (Exploration), CMPDI (HQ), Ranchi who will be responsible for supervising and administrating the Contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events.
General Manager (Geology)/HoD(Exploration), RI-IV, Nagpur will be the Project Manager who will be directly responsible for supervising the work being executed at the site such as certifying the quantities, give observation in the matter of valuing variations to the contract, awarding provisional extension of time and valuing compensation for events on behalf of the PRCO after due deliberation with PRCO under the Delegation of Powers of the Company.
However, overall responsibility, as far as the Contract is concerned will be that of the Engineer-in-charge/ Designated Officer-in-charge/ PRCO.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal Agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Project Manager, become necessary during the progress of the works to enhance the reliability of exploration.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.
- xi. 'Contract Price' shall mean the total sum arrived at, based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Tender Specification Documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written Notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiii. "Drawings"/"Plans" shall mean all:
 - (a) drawings/plans furnished by the owner with the Tender Specification Document, if any, as a basis for proposals,
 - (b) working drawings/plans furnished by the Owner after issue of letter of acceptance of the tender to start the work,
 - (c) subsequent working drawings/plans furnished by the owner in phases during progress of the work, and
 - (d) drawings/plans, if any, submitted by the contractor and duly approved by the owner.

xiv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:

- (a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
- (b) Indian Electricity Act and Rules and Regulations made thereunder.
- (c) Indian Explosive Act and Rules and Regulations made thereunder.
- (d) Indian Petroleum Act and Rules and Regulations made thereunder.
- (e) Indian Mines Act and Rules and Regulations made thereunder.
- (f) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2.0 CONTRACT DOCUMENTS

2.1. The following documents shall constitute the contract documents:

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

After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Project Manager or any other official authorized by the Company for the purpose.

2.2. None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

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

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF

3.1. The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantities, the specifications and/or drawings; the following order of preference shall be observed:

- a. Description in schedule of quantities
- b. Particular specification and special conditions, if any
- c. Drawings / Work Programme / Agreement
- d. General Specification

In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2. Any error in description, quantity or rate in schedule of quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.

4.0 SECURITY DEPOSIT

4.1. **Security Deposit shall consist of 2 parts as mentioned below and shall be submitted at award of work.**

- a) **Performance Security(first part of security deposit) shall be 5% of the Annualized value of contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder and**

b) All running on account bills shall be paid at 95%. The balance 5% shall be treated as Retention Money and will be second part of security deposit.

The security deposit shall bear no interest.

4.2. Performance Security shall be 5% of the Annualized value of contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:-

- A Bank Guarantee in the form given in the Tender Specification Document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Central Mine Planning & Design Institute Ltd on any Scheduled Bank payable at its Branch at Ranchi.

The Bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

4.3. If performance security is provided by the successful Bidder in the form of bank guarantee it shall be issued either -

- (a) at Bidder's option by a nationalized/Scheduled Indian Bank or
- (b) by a foreign bank located in India and acceptable to the employer.
- (c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (Zero date for BG is the Date of issue of LOA).

4.4. Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

4.5. In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

4.6. Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDIL for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.

4.7. The rates and prices quoted by the Bidder shall attract price escalation as provided in Additional Terms and Conditions.

4.8. **Refund of security deposit** - The refund of performance security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the PRCO/GM (Exploration), the security deposit remaining with the company shall be refunded.

Performance Security and 5% Retention Money shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the PRCO/GM (Exploration)

5.0 DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING

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

5.1. The Company through its PRCO shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the approved exploration scheme that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the PRCO or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate/rates as are specified in the contract.

5.2. In case of difficulty in handing over the site indicated in tender document or in continuing the work as per the agreed time and progress chart in allocated site, the Company shall have the right to allocate an alternative and/or supplementary site similar to the original site in terms of geological formations and the same range of leads in the same mine/block to achieve the quantity limited to mutually agreed time and

progress chart/NIT. No sooner the adequate hindrance free space at original site is available the work should be restored in the original site. In such cases no extension of contract with additional quantity shall be done.

5.3. If the additional, altered or substituted work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the PRCO as follows:

- the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Tender Specification Documents, failing which
- the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the PRCO as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

5.4. Quantities (3D Seismic & Exploration) are likely to vary by (+/-) 30% due to element of surprises inbuilt in any sub-surface exploration or outcome of 3D seismic survey such as (i) variation in expected depth of occurrence of target/potential seam (i.e. Borehole depth), (ii) areal variation in potentiality of the seams requiring curtailment/enhancement/variation in geographical extent of the block, (iii) variation in number/density of boreholes on account of complexity of the structural setup revealed in course of exploration, etc. AND (IV) Likely Variation on account of 3D Seismic Survey. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision. The duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities.

In case, variation is expected/required in occurrence of target/potential seam during the course of exploration & 3D Seismic and the said variation is up to 30% of the envisaged depth as given in tender document/work order/exploration scheme, the rate of payment for the said additional depth up to 30% (i.e. meterage from envisaged depth to the actual drilled depth) will be calculated/paid based on predefined logic as detailed in clause 5.9 of the GTC. A Supplementary/ revised work order shall be issued on the rates as per clause 5.9 of the GTC.

5.5. The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Project Manager and vetted by PRCO.

5.6. The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security / security deposit shall be extended in pursuant to Clause Nos. 4.3 & 4.4 taking into consideration the period of extension.

5.7. The Company through its PRCO shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the PRCO. No claim for omitting the part of the work or extra charges/damages shall be made by the Contractor on these grounds.

5.8. In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/ disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

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

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

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

800-1000	10% of the Base Rate
1000-1200	15% of the Base Rate
1200-1400	20% of the Base Rate
>1400	The above incremental rates with quantum of drilling envisaged in each depth band will be applicable.

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

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

Immediately after the Bid of the contract is concluded, the PRCO/GM (Exploration) and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule (Mobilisation Period) to Exploration Scheme be submitted by the contractor showing the order detail in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the submission of Performance Security and Additional Performance Security, if any or handing over the site whichever is later. issue of letter of acceptance/work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after submission of performance security prior to the date as prescribed above.

The contractor has to mobilize its required resources immediately (within 75 days) from date of issue of letter of acceptance/issue of work-order/handing over of relevant documents whichever is later. In the work, preparation of scheme for 3D seismic survey- data Acquisition, processing, interpretation and Seismic report preparation are to be incorporated along with drilling the supporting boreholes and carrying out multi-parametric geophysical logging in them.

The party based on 3D seismic survey and drilled boreholes data shall submit the Comprehensive Geological Report (GR) incorporating all the findings of Geophysical Surface & Sub-Surface surveys including 3D Seismic results in consultation with PRCO, through the Project Manager. The scheme is prepared on the basis of schedule showing the order in which the work is proposed to be carried out within the time specified in the contract documents. The same Exploration scheme will be approved by PRCO.

6.1. If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money or Performance Security Deposit and Additional Performance Security Deposit deposited by him.

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one(1) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

6.2. If the Contractor fails to maintain the required progress in terms of the agreed time to complete the work as per Tender Specification Document (TSD) and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

The Monthly Progress Report(s) submitted by the Bidder and accepted by the Project Manager (or his authorized representative) shall be the basis of assessment of the progress. The provisional assessment of LD shall be done at an interval of 6 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

- 6.2.1. The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price plus GST on forfeited amount.
- 6.2.2. The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.3. The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.3. In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

The defaulter i.e. the Contractor who don't commence the work after issue of LOA shall not be allowed to participate in the retender for the same work.

- 6.4. **Extension of date of completion** - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Project Manager with a copy to PRCO:
 - a. abnormally bad weather
 - b. serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
 - c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
 - d. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution; which will be countersigned by the Project Manager or his authorized representative along with the representative of the contractor.

The Contractor may request the company through Project Manager in writing for extension of time within 15 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time including reasonable mobilization time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the Company through the Project Manager/PRCO within one month of the date of receipt of such request.

The Contractor shall, however, use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Project Manager.

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

The extension of time shall be granted with the approval of Accepting Authority of the tender.

In case the Contractor does not apply for grant of extension of time within 30 (thirty) days before the stipulated date of completion of contract and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Project Manager/PRCO with the approval of Competent Authority as mentioned above can issue extension of time even in the absence of application from the Contractor. Such extension of time is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such

extension of time shall be without prejudice to Company's right to levy penalty on account of shortfall quantity under clause 6.2 of condition of contract.

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

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

6.7. Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of contractor) at same terms and conditions.

6.8. FORCE MAJEURE:

6.8.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

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

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

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

6.8.3 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

7.0 SUPPLY OF MATERIALS

7.1. The Contractor shall at his own expense, provide all materials required for the exploration and the rates quoted by the contractor shall be inclusive of all materials required for completion of the exploration as specified in the contract.

7.2. All materials, tools and plants brought to site by the contractor shall be deemed to be held in lieu by the Company and the contractor shall not have the right to remove the same from the site, without the permission of the Project Manager. The Company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.

7.3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, etc., as may be necessary for the use and keeping the materials in good condition.

7.4. All charges on account of tax as applicable for the materials obtained for the works from any source shall be borne by the contractor.

8.0 QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP:

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

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

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

9.0 MEASUREMENT AND PAYMENT

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

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

9.2. Measurements shall be taken jointly by the Project Manager and by the Contractor or his authorized representative. The line KM of seismic survey will be measured by multiplying shot interval with number of shots minus one shot.

9.3. Before taking measurements of any work, the Project Manager for the purpose shall intimate the Contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

9.4. In the event of failure on the part of contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Project Manager shall be taken to be the correct measurement of the work done.

9.5. **Payment on Account** - The Contractor shall submit monthly bill for the work carried out in accordance with the contract. The Project Manager shall then arrange for verification of the bill with reference to the measurements taken or to be taken or any other records relevant for the purpose. The payment will become due and payable by CMPDI within 30 days from the date of receipt of bill/invoice/ debit note by CMPDI.

9.6. Payment on account shall be made on the Project Manager certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

The advance payment, if any and 5% towards retention money shall be recovered by adjustment from on A/c bills of the contractor. The payment excluding advance payment, if any and retention money shall be made based on the quantum of job executed by the contractor and accepted by the CMPDI during the month only when the logs of all the boreholes drilled/QC data of Seismic surveys and other surface surveys (if any) as specified in the approved work programme, conducted during the month are received by CMPDI with the monthly progress report.

- 9.7. Any certificate given by the Project Manager/PRCO for the purpose of payment of monthly bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by the Project Manager/PRCO by any subsequent certificate or by the final certificate.
- 9.8. The Company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
- 9.9. Amount payable/ repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

10.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

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

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the PRCO, then on the expiry of the period as specified in the notice
or
- b. fails to achieve a monthly agreed quantity of 70%(Seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

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

- or
- c. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the PRCO, then on the expiry of the period as may be specified by the PRCO in a notice in writing
or
- d. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the PRCO in a notice in writing
or
- e. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.
or
- f. obtain a contract with the company as a result of ring tendering or other non-bona fide method of competitive tendering.
or
- g. transfers, sublets, assigns the entire work or any portion there -off without the prior approval in writing from the PRCO. The PRCO may give a written notice; cancel/terminate the whole contract or portion of it in default.

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

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

- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

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

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

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

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

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

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

10.4. **Foreclosure of contract in full or in part** -

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

- a). A drop in requirement consequent upon change in geological conditions not allowing company/ management to proceed further being detrimental to the interest of Company.
- b). Continuation of work may endanger safety and security of men and property of the company.
- c). Causative events like land acquisition problems/problem of shifting of villagers etc.
- d) If at any time after acceptance of the tender, the Company decides to abandon or reduce the scope of the work for any reason whatsoever as decided by the Company, other than non-availability of the statutory Clearance(s) viz. (i) Notification under Section 4(i) of CBA Act, 1957 & (ii) Permission for exploration in Forest Areas.

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

The Contractor shall, if required by the Project Manager/PRCO, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Project Manager/PRCO to assess the amount payable in terms of part 10.4 (a), (b), (c) and (d) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

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

11.0 DEFECT LIABILITY CERTIFICATE / COMPLETION CERTIFICATE

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

- 11.1. In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability Certificate (Taking Over Certificate with list of defects), for such items or groups of items may be issued by the PRCO after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 11.2. Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.
- 11.3. In case of Contractor's failure, the PRCO shall have right to get the work done at the cost of the Contractor.

12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

- i. The Company reserve the right to let other contractors also work in connection with the project and the contractor shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The Contractor shall keep on the work, during the progress a competent Superintendent and necessary assistants who shall represent the contractor(s) in his/their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the Contractor in course of the works find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Project Manager/PRCO, it shall be his/their duty to immediately inform the Project Manager/PRCO in writing and the Project Manager/PRCO shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the Contractor.
- iii. The Contractor shall employ only competent, skillful and orderly men to do the work. The Project Manager/PRCO shall have the right to ask the Contractor to remove from the work site any men of the

contractor who in his opinion is undesirable and the Contractor will have to remove him within three hours of such orders. The Contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.

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

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

v. The Contractor shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

vi. The contractor shall furnish to the Project Manager/PRCO with work reports from time to time regarding the contractor organization and the progress made by him/them in the execution of the work as per the contract agreement.

vii. All duties, taxes and other levies payable by the Contractor under the Contract (excluding "GST"), or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

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

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

viii. The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The Contractor shall make his/their own arrangement for all materials, tools, staff and laborers required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

x. The Contractor shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.

xi. The work shall not be sublet to any other party, unless approved by PRCO, in writing.

xii. The Contractor shall work in reserved/protected forest area as per the guidelines of the Forest Department/the Forest Protection Act. Any liability on account of violation of the provisions shall be borne by the contractor.

xiii. The Contractor shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xiv. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourers including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourers by its representatives.

xv. The Contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified:

- the Company or any agent or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the Company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of

such article or material was the result of any drawing and/or specifications issued by the Company after submission of tender by the Contractor.

The Contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- b. the Company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- c. the Company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Employees Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
- d. The Contractor shall ensure that any Payment to the Contractor's worker is made through the Bank.

xvi. **Insurance** - The Contractor shall take following insurance policies during the full contract period at his own cost:

- a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
- b. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the Company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractor(s) if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- c. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the Company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.
- d. Since Contractor shall ensure 100% payment of Contractor's Worker through Bank, a premium of Rs.12/- per annum per member will be deducted from the account holder's savings bank account through 'auto debit' facility in one installment on or before 1 st June of each annual coverage period under the scheme Pradhan Mantri Suraksha Bima Yojna (PMSBY).

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

13.0 SETTLEMENT OF DISPUTES

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

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

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

Committee on Disputes (COD) constituted by the Cabinet Secretariat for pursuing litigation by PSUs/ Government Departments stands wound up with 17.02.2011, as communicated by the Director (Administration), Cabinet Secretariat, Sardar Patel Bhawan, Sansad Marg, New Delhi vide Office Memorandum No. A-12034/01/2011-Ad.1 date 1st September 2011.

14.0 NON-DISCLOSURE/CONFIDENTIALITY CLAUSE

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

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

ADDITIONAL TERMS & CONDITIONS

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

1.0. PRICE VARIATION CLAUSE

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

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

- a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the contractual period including such period for which the contract is validly extended under the provisions of the contract without any penal action.
- b) The base date for working out such price variation shall be the last date on which the price bids are stipulated to be received.
- c) The compensation of price variation for POL shall be worked out at quarterly intervals and shall be with respect to the cost of actual work done during the previous three months. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
Simple average of the rates of diesel prevailing at same reference place in a period shall be taken as the rate of diesel for calculation of diesel escalation/de-escalation for that period of work.
- d) If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the Contractor, escalation on prices shall not be allowed further and the prevailing contract price will continue for completion of the work, consequently clause 6.0 of the General Terms & Condition will be applicable.

1.1. PRICE VARIATION FOR LABOUR

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

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

Where:

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

1.2. PRICE VARIATION ON MATERIALS

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

$$Vm = W \times \frac{B}{100} \times \frac{M - Mo}{Mo} \times \frac{50}{100}$$

Where:

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

1.3. PRICE VARIATION ON POL

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

$$Vf = W \times \frac{C}{100} \times \frac{F - Fo}{Fo}$$

Where:

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

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

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

- 1.5. In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or wages of labour

shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis/mutandis apply.

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

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

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

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

COMPREHENSIVE SCOPE OF WORK

1.0 The Contractor has to undertake Exploration in the Chopna-Shaktigarh Block, Tawa Valley Coalfield. The Item wise Bidder's Scope of Work includes following activities to be carried out in consultation with the Project Manager:

Item No.	Sr. No.	Sub-item
Item-1: Preparation of Scheme and Surveying	1	Preparation of Exploration Scheme for both the 3D seismic and all the Geophysical surveys as well as for exploration of block involving drilling a total of 87 boreholes having estimated 61300 m of coring drilling as per specifications given in item nos. 3:1, 3:3, and 3:5 below. Time line for exploration in forest and non-forest areas in the block has to be specified separately by the Contractor in his Exploration Scheme as per the information provided by CMPDI in the Salient feature of the block in the NIT.
	2	Survey using Electronic Total Station (ETS) for laying line on ground for 3D Seismic survey work including marking points at every 12 m. interval along the line and putting wooden pegs at each point and determining co-ordinates and RL of each point.
	3	Simultaneously, staking out for location of each bore hole to be drilled and end points of all the seismic profile lines using DGPS. The Topographical Survey in 2m contour interval on RF 1:4000/5000, (if required) to be decided by the Project Manager.
Item-2: 3D Seismic and Magnetic survey (Annexure- IA)	1	3D Seismic Survey data acquisition over – 42 Square Km, using Explosives/Vibrators as source capable to investigate 1200 m depth. In case of totally inaccessible areas CROOKED lines may be allowed. The length of lines should cover entire block with minimum 28-fold. However, in case of extreme edge of block boundary, natural or manmade structures like river, very dense-inaccessible forest, villages, buildings, railway tracks, etc. nominal fold data can be accepted if in case full fold data is not possible. The Depth of investigation by Seismic survey would be up to 1200 meters. The seismic survey should be carried out as per suggested parameters given in Annexure-IB. However, the actual parameters to be decided after conducting experimental surveys in the area.
	2	Out of a total of 87 boreholes to be drilled in the block involving a total of 61300 m, Geophysical Logging of boreholes to be done in 87 boreholes totaling 61300 m using P & S full wave Sonic, Dual Density, Caliper, Natural Gamma ray, Single Point Resistance and 16"-64" Resistivity parameters. The Deviation parameter =47830m in 60 boreholes is to be recorded if the logged borehole depth >600m.
	3	Magnetic survey covering whole of the block over 8650 observation stations over the same lines as that of Seismic profiles at 20m inter-station interval. The Magnetic survey is to be carried out first and foremost to demarcate the Dolerite intrusive dykes and based on the contour results, the borehole positions and Seismic lines may have to be repositioned accordingly.
	4	Processing and interpretation of Seismic Survey Data as per details given at Clause B and C with deliverables D.B and D.C in Annexure-IA.
Item-3: Exploration (Annexure- IB)	1	A total of 61300 meters of vertical diamond core drilling in HQ/NQ/BQ or equivalent sizes having envisaged depth of Up to 1050 meters (approximate) with >90% recovery in coal and >80% recovery in non-coal portion; sealing of boreholes and erection of borehole pillars.
	2	Detailed geological mapping (on RF 1:4000/5000) including outcrops of different lithological units/coal seams, structural details.
	3	Detailed drill core logging (lithological characteristics, structural features, geotechnical properties, RQD).
	4	Packing and transportation of coal cores to laboratories for chemical analysis as per advice of the Project Manager
	5	Preparation of analysis advices for chemical analysis of coal cores of all boreholes covering required parameters for coking and non-coking coal (as the case may be); analysis advice to include band by band for all coal seams (100%), proximate (overall) analysis (100%), determination of calorific value (100%) and special tests for selected samples (20%) and petrographic studies of minimum two representative coal core samples of each potential seams and arrangement for above analysis.
	6	Packing and transportation of non-coal cores of one-two borehole wherein maximum strata and coal seams have been intersected to laboratory for physico-mechanical investigation as per advice of the Project Manager.
	7	Analysis advice for physico-mechanical investigation for determination of (a) RQD, (b) Density (c) Porosity (d) Compressive Strength, (e) Tensile Strength (f) Cohesion (g) Angle of internal friction (h) Young's modulus of elasticity (i) Point load test (j) Slake durability.
	8	Geological modeling through computer including all available geological and geophysical data of the block (refer Annexure-IB).
	9	Formulation of Interim Geological Note, Draft Geological Report and Final Geological Report (Refer Clause 1.1.2 of Annexure-IB)
	10	Geophysical Logging (meter) – 61300 in 87 boreholes.
	11	Full Wave (P & S) Sonic Logging (Meter) – 61300 in 87 boreholes
	12	Deviation Logging (meter) – 47830m in 60 boreholes (If the logged borehole depth >600m)

Note:

- 1 The quantities of 3D Seismic, and all other Geophysical surveys and total meterage to be drilled indicated is likely to vary by (+/-) 30% depending on the field conditions, complexities revealed during 3D Seismic, Magnetic survey findings & Exploration (Refer Clause 5.4 of General Terms & Conditions). Actual requirement shall be assessed on the basis of Interim Geological Note.
- 2 Any additional data of the block provided by CMPDI shall have to be incorporated and interpreted by the bidder in the GR.

3. Bidder shall prepare Monthly Progress Report (both Hard Copy and Soft Copy) in respect of all activities as per standard format provided by CMPDI and submit to PRCO or his authorized representative for verification and certification for acceptance by CMPDI.
4. The Monthly Progress Report(s) submitted by the Bidder and accepted by the Project Manager (or his authorized representative) shall be the basis of assessment of the progress. This provisional assessment of LD shall be done at an interval of 6 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion/ submission of FGR.
5. In case of 3D Seismic: The test processing parameterization and subsequent data analysis shall be done in association with CMPDI geoscientists.
6. In case of loss of data or data getting corrupted (both due to system malfunction), the same shall be replicated at the cost of the contractor. No time extension shall be given for such eventuality. Under no situation, the data shall pass to any third party in whatsoever manner.
7. Bidder shall confirm that Seismic data processing & interpretation shall be carried out with the best Industry standard and latest version of processing & interpretation software packages in India only.
8. Bidder shall deploy necessary hardware of not older than 5 years from the date of NIT and latest versions of required software for undertaking the complete scope work of processing & interpretation and for completing them within the given time frame or earlier. In case, it is found that the minimum required hardware and software are not sufficient to complete scope work of processing & interpretation within the given time frame, CMPDI shall ask the CONTRACTOR to increase the resources without any additional cost.
9. Bidder should deploy latest state of art software for seismic data processing and interpretation to achieve the objectives of the project.
10. Bidder shall submit the list of hardware & software proposed to be deployed along with the techno-commercial bid as pointed out earlier also.

SCOPE OF WORK FOR 3D SEISMIC STUDY

A. DATA ACQUISITION PARAMETERS (for 3D Seismic surveys): The suggested data acquisition Parameters are listed in the Table below. However, the CONTRACTOR shall carry out experimental work prior to commencement of actual data acquisition to finalize these parameters.

Geophones	Low distortion, high sensitivity with 10Hz Natural Frequency		
Sampling rate	0.5 ms		
Record length	3 sec		
Source@	Explosive/Vibrators		
Shooting pattern	Symmetrical Split Spread		
Statics correction	Using up-hole/Refraction surveys at every Sq Km interval		
Group Interval	12m	In-line Roll over	480m
Shot Interval	24m	Cross line Roll over	840m
Receiver Line Interval\$	120m	Fold	28 (4x7)
Shot Line Interval\$	480m	Number of Shots per salvo	35
Number of active Receiver lines	14	Bin size	6m x 12m
Number of Channels per line	320		
Note: The above parameters are only indicative, the actual acquisition parameters should be finalized based on field testing.			
Recording System	Wired/Telemetry (Wireless) with 24-bit $\Delta\Sigma$ Technology		
No. of geophones per group	1 string of 6 Geophones to be bunched per station		
Geophone Array Pattern	Bunched.		
Offset	Near offset shall be fixed after experimental work and shall normally be kept as short as possible but adequate enough to minimize shot generated noise.		

NOTE- See clause no-29 of NIT regarding site visit by the bidder,

\$: The receiver lines may have to be extended beyond block boundary to get the desired fold data. In case of totally inaccessible areas, CROOKED lines may be allowed; If full fold data is not possible at extreme edge of the block boundary or due to natural or man-made structures like Bio reserves, totally restricted forest, river, ponds, villages, buildings, Railway lines etc. nominal fold data can be accepted.

@: For Explosive/Vibrators source, the guidelines of MoEFC must be adhered to in any case.

IMP: No Node based systems are allowed. It must be ensured that the deployed Seismic system should be amenable to real time monitoring of data. A real-time monitor display shall be provided with the recording unit for monitoring the regular shots in the instrument van. The recording instrument should not be more than 5 years old on the date of submission of technocommercial bid. The data shall be delivered to the CMPDI on high quality IBM compatible 3590/ 3590E cartridges or higher versions. The Contractor shall also have necessary hardware and application software for instrument and ground electronics performance evaluation at site for monitoring of QC data on daily/regular basis in the presence of CMPDI representatives stationed there. The CONTRACTOR shall deploy digital telemetry cables meeting industry standards and compatible with the recording instrument. The cable electronic modules shall have 24-bit digitization capability.

Experimental survey:

Contractor shall carry out experimental work prior to the commencement of regular data acquisition. The experimental work for 3D surveys shall include offset, noise analysis, geophone array design, shot depth, charge size etc.

CMPDI and the Contractor will jointly determine the scope and details of said experimental work. Field processing of experimental data shall be performed by the Contractor in consultation with CMPDI prior to commencement of regular data acquisition, at no extra cost to CMPDI. Contractor shall submit a detailed report on the experimental work along with the recommendations to CMPDI.

It'll be the responsibility of the contractor to obtain all the applicable/requisite statutory licences, permits like- the license to use, store and handle Explosives, Wi-Fi devices, authorizations to use of a particular frequency spectrum in the local area, local permits etc. from their own resources at no extra cost to CMPDI. Whenever necessary, CMPDI shall provide necessary documents only if required.

Test Report:

Bidders shall submit a detailed report on selection of the field parameters with test Record printouts within 48 hours of the completion of experimental work. The field work is to be started after approval and satisfaction of CMPDI representative.

Calibration:

Calibration of all the systems is the bidder's responsibility. In case of any bad record, bidder shall re-record at its own cost. Bad records shall be defined as records containing more than 2% of active traces that are defective due to noisy/dead trace, synchronization error, parity error, appreciable cross-feed/leakage/Noise or unacceptable S/N ratio due to poor loading of charge/ improper depth or insufficient thumps of AWD etc. (It does not include dead channel due to logistic reason, natural or manmade hindrances etc.)

Work shall not continue on any day if:

- a) There are more than 2% of active traces are defective
- b) Polarity of Geophone is not correct
- c) Controllable ambient noise exceeds 12 dB (compared to adjacent traces) on more than 2% of the active traces on the spread, as displayed on the noise trip recorded at the beginning of each day.
- d) Monitor device is inoperative.
- e) Five consecutive records are defective.

Bad Records:

A record having any one of the following will be considered as bad record and shall not be considered for daily progress

- i) More than 2% dead channels of total channels recorded, per record. The contractor shall put all his efforts to rectify the dead/bad channels as early as possible. However, the contractor shall start every day's operations with all good traces.
- ii) Records with more than 6 consecutive dead channels in any record. However, total no of dead channels in a record cannot exceed more than 2% of total channels recorded per record.
- iii) Record with synchronized error.
- iv) Record with parity errors.
- v) Record with appreciable cross feed, leakage and spread noise etc.
- vi) If there are more than 25% of the records per ground line Km are bad, than the same shall be re-shot by the contractor.
- vii) The contractor will re-acquire the bad records at the advice of CMPDI's representative at site.
- viii) Data recorded with incorrect instrument settings.
- ix) Data is not identifiable to the recorded sort or not retrievable on cartridges.
- x) Loss of Magnetic recording occurs during designated record length.
- xi) Data recorded with only internal time break.

Quality Control:

CONTRACTOR shall provide industry standard Seismic data quality control system to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate coverage maps with user selectable offset ranges.

CONTRACTOR shall be required to undertake QC processing of the data as a quality check. CONTRACTOR shall ensure that sufficient processing facilities, including hardware, software and experienced personnel are available to perform these tasks. The QC shall be cross checked on real time and approved by the CMPDI representative at site on daily basis. A hard & soft copy of the full length of brute stack sections shall be generated for **every line** with QC processing flows like RMS amplitude displays, bad trace detection, position data merge as specified by CMPDI representative.

CMPDI representative shall have access to the QC processing system for any QC checks or verification.

CONTRACTOR shall provide facility for playing back the recorded data cartridges, to facilitate offline QC of seismic and survey data.

The bidder shall install state of the art workstation with requisite software at field camp office to carry out QC tests with acceptable plotting facility for

1. QC of survey data.
2. Planning of Seismic survey.
3. Up-hole/Refraction data interpretation and static computation.
4. Onsite field QC processing system with capability up to brute stack for every completed line.

The above QC tests shall be carried out jointly with the representative of CMPDIL as well as of the party on daily basis at site offices.

Play back: Records will be taken for every data point with displaying signals, from all seismic channels, Shot instant/thump instant, timing lines and up-hole time. All monitor records shall be suitably annotated.

B. SEISMIC DATA PROCESSING:

B.1 The acquired data must be processed using state of the art processing software (e.g. the latest versions of PARADIGM/CGG/PROMAX/LANDMARK or equivalent). The objective of the processing is to generate highest quality of interpretable seismic time and depth section (Ref: Item no.2, Sl. No. 4 Annexure-I) which can further be used for geological interpretation giving output like – Descriptive lithology, lithologs, structural floor contours of coal horizons, geological cross sections, Iso-chore coal horizons, broad coal horizon wise resources in 3D Seismic report along with geological model.

B.2 The stand-alone workstations with adequate RAM disk space for the software packages like survey data management & processing, 3D field management & planning, survey simulation, up-hole/Refraction data processing and interpretation should be available with bidder. The work station should be connected to color plotter, line printer and drive for back-ups.

B.3 CONTRACTOR is required to process and interpret the data at CONTRACTOR's work center in India. Being a turnkey project involving multiple activities and data volumes, CONTRACTOR has to make meticulous project planning for scheduling concurrent activities for acquisition, drilling of Bore wells logging, processing & interpretation to meet the scheduled time lines for timely completion of the project

B.4 Quality Control
The quality control parameters shall be maintained as per the best in the industry standards. All necessary Quality Control and diagnostics such as data display, impulse response, amplitude spectrum etc. will be made available to CMPDI representative for study and verification at the processing centers. Examination of data for Quality Control may require hard copy as well as online evaluation on workstation. Facility should also exist to take the screen dump, whenever required.
CMPDI representatives will be made aware of interpretative processing procedures that will be applied during processing of data.

B.5 Parameter Test

All necessary and sufficient testing shall be performed to determine optimum processing parameters at every stage of processing sequence. Testing, in general, will be conducted at different locations along the lines selected in consultation with CMPDI representative.
CMPDI at its option may request additional or extra QC displays to be produced. Any other testing requirements and displays on the data as requested by CMPDI representative or suggested by the contractor should be performed.

B.6 Suggestive Data Processing Flow

The suggestive data processing flow is given below

1. Format conversion
2. Loading of data
3. Preparation of SPS to build geometry from acquisition details
4. Computation of source/receiver statics
5. Geometry and updating headers
6. Statics application
7. Data conditioning and S/N enhancement.
8. Linear noise attenuation (testing and application in different domains)
9. Random noise attenuation (testing and application in different domains)
10. Spherical divergence correction
11. CDP binning & sorting
12. Trace Balancing
13. Deconvolution
14. Band pass filter
15. Velocity analysis 1st pass
16. Residual static application
17. Pre-stack time migration
18. Velocity analysis 2nd pass
19. Spectral balancing on PSTM gathers
20. RNA on PSTM gathers and SEGY output for pre-stack
21. Inversion
22. Mute and Stack
23. RNA on PSTM stack
24. Spectral balancing to boost frequencies
25. Deconvolution to remove multiples
26. TVF
27. Trace Balance (full window) and SEGY output

The suggestive PSDM processing sequences are given below

1. Input Pre-MiG gathers from PSTM sequences.

2. Pre-PSDM data conditioning.
3. Initialize velocity model
4. Velocity model updating
5. Output Final Stack (PSDM)

Note: -

1. The processing sequence given above is indicative only and will be finalized after thorough testing mutually by CMPDI's representative and the CONTRACTOR's processing manager which may change from area to area.
2. To improve the data quality, repetition or addition of suitable processes may be done, if required.
3. The data is likely to have low signal to noise ratio with multiples and peg legs due to the presence of trap. Effective multiple and peg leg suppression techniques need to be adopted.
4. It is anticipated that the sub basalt data will be of low frequency. Techniques like Low Frequency Enhancement and Q Compensation may be tested.
5. Initial velocity analysis should be done based on constant velocity stacks or perturbed velocity stacks.

(C) DATA INTERPRETATION

The scope of work of data interpretation is given below:

1. conditioning of the post stack seismic data
2. Identification of coal markers and other lithology and well to seismic tie.
3. Tracking of horizons corresponding to coal/shale tops and fault mapping.
4. Time and Depth Structure mapping
5. Spectral decomposition for identification of tuning effects.
6. Iso-chore maps of Coal horizons
7. Fault analysis using geometrical attributes.
8. AVO, Pre and Post stack Inversion studies.
9. Identification of seismic attributes that relates to coal properties, through cross plotting of seismic and well log data.
10. Preparation of various maps, lithologs, structural floor contour of coal horizons, geological cross sections.
11. Preparation of Iso-density maps of coal horizons.
12. Broad estimation of Coal horizon wise resources.

This is only a suggestive work flow for interpretation. However, the bidder should adopt the best and internationally accepted interpretation workflow in consultation with the representatives of CMPDI. Lithological logs generated from geological and geophysical logging of the drilled coring boreholes should be used to correlate the different coal horizons with seismic reflectors. The sonic and density logs can be used for generation of synthetic seismogram along with depth wise velocity determination which in turn can be utilized for time to depth conversion.

(D) DELIVERABLES

A. DATA ACQUISITION:

The CONTRACTOR shall provide the following deliverables to CMPDI within 15 days from the completion of data acquisition:

1. Seismic data (records) in SEG format on Hard Disc (in triplicate).
2. Survey data containing co-ordinates of stations lying on profile lines and bore holes on Hard Disc / CD (triplicate).
3. Geometry data in SPS format on CDs/Hard Disc (triplicate).
4. Quality Control processing outputs on Hard Disc.
5. A comprehensive operational report (3 hard copies and CDs each) including details of experimental work and the results of all Up-Hole surveys along with near surface model

B. DATA PROCESSING:

The following outputs & deliverables will be considered to be part of the processing sequence and price quoted for processing should include these. All output products must conform to the highest industry standards in terms of their quality and future usage.

- (A) The contractor will furnish to CMPDI all output results of all the testing carried out to determine optimum processing parameters.
- (B) Soft and hard copies in triplicate of detailed processing report which must include details of all parameter testing including quality control displays, final processing sequence, and final location map with appropriate annotation.
- (C) Three (03) copies of the following data volumes in SEG-Y Format (Rev. 1) will be produced as part of the standard processing sequence on Hard disk. All SEG-Y output will follow standard byte location for different headers. Details of byte locations should be included in EBCDIC header of the outputs.
 - a. Geometry updated SP gathers
 - b. Residual statics applied CMP De-convolution gathers
 - c. PSTM gathers (without any mute)
 - d. RMS velocity (ASCII & SEG-Y) – original picks at locations

- (D) Raw Stack, Final PSTM and Final PSDM stack.
- (E) Soft and hard copies in triplicate of processing report including the details of processing steps and parameter test results and final presentation to CMPDI.

C. DATA INTERPRETATION:

The following minimum deliverables are required to be incorporated in the composite Geological Report (GR) within the specified time at the end of field data acquisition. In the Seismic portion of the report, the deliverable maps, figures of international standard should be provided. Essential deliverables should be –

- Seismic time section along profile lines
- Interpreted depth section along profile lines depicting subsurface set up of coal horizons with thickness preferably on 1:10000 scale and structural disturbances e.g. faults with throw etc., deciphered if any.
- Velocity model
- Synthetic seismograms
- Structural floor contours of coal horizons on RF 1:5000
- Iso-chore of coal horizons on RF 1:5000
- Iso-density of coal horizons on RF 1:5000
- Interpreted lithologs after combining geological and geophysical logs of boreholes on RF 1:500.
- Geological cross sections of the coal horizon on RF 1:2000
- Contoured data of Magnetic survey carried out in the block at suitable contour interval showing the demarcated positions of the intrusive bodies as interpreted.
- Incorporation of all of the above 3D Seismic survey deliverables and Geological Data generated simultaneously. More specifically the report should include geological data/plan out puts like Descriptive lithology, lithologs, structural floor contours of coal horizons, geological cross sections, iso-chores of coal horizons, iso-density of coal horizons, broad coal horizon wise resources along with geological model within the specified Time limit as per page No-1 of NIT. Other maps and figures are open to bidder to provide with report as per international practice of presentation in two hard copies and one soft copy in CD/DVD in printable format, during submission of Report.

SCOPE OF WORK

1. **Item wise Bidder's Scope of Work:** The detailed exploration proposed to be conducted in the block includes activities mentioned in Annexure-I are to be carried out by the successful Bidder:

Note:

1. The total meterage and Seismic surveys indicated is likely to vary by (+/-) 30% depending on the complexities revealed during exploration (Refer Clause 5.4 of General Terms & Conditions).
2. Any additional data of the block provided by CMPDI shall have to be incorporated and interpreted by bidder in GR.
3. Bidder shall prepare Monthly Progress Report (both Hard Copy and Soft Copy) in respect of all activities as per standard format provided by CMPDI and submit to PRCO or his authorized representative for verification and certification for acceptance by CMPDI.
4. The Monthly Progress Report(s) submitted by the Bidder and accepted by the Project Manager (or his authorized representative) shall be the basis of assessment of the progress. This provisional assessment of LD shall be done at an interval of 6 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion/ submission of FGR.

1.1 **Geological Modeling:** The Bidder shall take up geological modeling through computer including all available geological and geophysical data of the block. Bidder to provide the software based geological model in MINEX format.

1.1.2 (I) Interim Geological Note (IGN):

(a) Bidder shall prepare and submit two copies of IGN incorporating the seismic and drilling data to CMPDI within one month after completion of 50% of field work of the quantum of allotted Seismic surveys and drilling data of the boreholes already completed till that time. The BH points and Seismic Profile lines shall be released by CMPDI.

(b) The IGN shall contain the following:

- I. All the results of the Seismic and other Geophysical surveys
- II. Borehole and Seismic/Geophysical survey profile lines location plan (RF 1:4000/5000)
- III. Geological plan (RF 1:4000/5000)
- IV. Graphic and descriptive log of the completed boreholes
- V. Coal seam wise geological structure
- VI. Representative geological cross-sections
- VII. Coal seam wise seam-folio plans showing iso-thickness and iso-grades lines
- VIII. Recommendation in respect of revised estimate of exploration and scope of sub-blocking for separate GRs for CMPDI's consideration and approval.

Draft Geological Report (DGR): Bidder shall prepare DGR incorporating all the findings of the 3D Seismic and all the other Geophysical surveys and submit two copies to CMPDI for vetting purpose. The DGR shall comprise following:

1	Salient Feature (Location, Accessibility / Communication, Objective, Period of investigation, Status of Mining, Area of the block, Details of drilling, Seam-wise borehole density, Tabulation showing the quantum of all investigations , including 3D seismic, geophysical logging, Geological Formations, Geological Structure, Faults, Intrusive, Coal seams & Quality, Geological Reserves and Land use pattern (To be given at the beginning of GR)
2	CHAPTER 1: INTRODUCTION (Objective, Location, Communication & Accessibility, Area of the block, Physiography & Drainage, Climate, Previous work, Mining History of the block, Exploration Design, Important Features in the Area, Present geological and geophysical Investigation, Quantum of Total Exploration Inputs, Scope and limitations, Acknowledgements, Personnel Associated with Investigation)
3	CHAPTER 2: EXPLORATION SCHEME (Topographical survey, Geological Mapping, Remote Sensing*, Surface Geophysical Survey, Drilling Equipment and year wise, Agency wise drilling quantum, Core logging / Sampling / Packing / Boxing, Geophysical equipment, quantum of geophysical logging and surface geophysical survey, Coal analysis, Data Synthesis). *If provided by CMPDI
4	CHAPTER 3: GEOLOGY & STRUCTURE (REGIONAL GEOLOGY indicating General description of the coalfield, Formations, Stratigraphy, Description of Formations, Intrusive & Distribution, REGIONAL STRUCTURE indicating Tectonic Set-up & Basin Configuration, GENERAL GEOLOGY OF THE BLOCK indicating Location, Geological Succession, Description of Formations, GEOLOGICAL STRUCTURE OF THE BLOCK indicating General description, strike and Dip, Pattern of Faulting & Description of faults.

5	<p>CHAPTER 4: DESCRIPTION OF COAL SEAMS (General definition of coal, Dirt bands & Parting, Formation wise number of coal seams, Correlation, Quality Parameter & basis of Assessment, Sequence of coal seams & PARTINGS, <i>Description of Individual coal seams</i> indicating seam name, Reference of plates and annexure, Status of Mining, Details of Borehole Intersection, Depth of Intersection (Roof), Minimum & Maximum FRL's, Stratigraphic Position, Parting above & below, Thickness (Stratigraphic and effective), Splitting, Outcrop / In-crop, Lithology of Immediate Roof & Floor, Pyrolitization, Dirt bands (combustible & non-combustible inseam dirt bands & its percentage, for details reference to Annexure-VI), Proximate Analysis (Ranges, observations ; reference to Annexure-VII for details, BCS I₃₀ / I₁₀₀ / I_p sample as per requirement. Similar details may be given for seam sections which merits attention from mining point of view), Determined Gross CV (Ranges, observation; reference to Annexure VII for details), Ultimate Analysis (Ranges, observation; reference to Annexure VIII for details), Sulphur (Ranges, observation; reference to Annexure VIII for details), Petrographic studies (Ranges, observation; reference to Annexure IX for details), HGI (Ranges, observation ; reference to Annexure VIII for details), any other *Specific Parameters for Non coking coal, Long flame Characteristics, Ash Fusion Range (Ranges, observation; reference to Annexure VIII for details), Ash Analysis (Ranges, observation; reference to Annexure VIII for details), Wash-ability Studies (Reference to Annexure X for details). Additionally, in case of Coking coals Parameters of Caking Propensity like Caking Index, Coke Type, Swelling Index etc. (Ranges, observation; reference to Annexure VIII for details) & Determination of Alkalies (Ranges, observation; reference to Annexure VIII for details), Statistical Analysis of key parameters and at the end of each seam description Summary of seam parameters and special Observation.</p> <p>* Give characteristics of coking / non-coking coals as per requirement.</p>						
6	<p>CHAPTER 5: RESERVES (GENERAL DESCRIPTION, BASIC ASSUMPTIONS AND NORMS FOLLOWED indicating Definitions, Seams affected by Intrusive, Categorization of reserves & Grade Estimation, PROCEDURE OF RESERVE CALCULATION indicating Block boundary, Barriers, Sector /Sub sectors, Mine data considered, Methodology, Average Specific Gravity, Computation of coal reserves (Brief Description for calculation of gross reserves), DESCRIPTION OF OVERBURDEN (only in case of Open Cast reserves) indicating Nature, Inseam burden, Methodology For Overburden Estimate & Depth of excavation, DESCRIPTION OF RESERVES (details in Annexure XI), its Summary (Description of coal reserves estimated) and Summarized tabulated statements for Reserves as per opencast / underground norms and SURFACE CONSTRAINTS indicating Coal Reserves under surface constraints</p>						
7	<p>CHAPTER 6: SPECIALISED STUDIES (DESCRIPTION OF SPECIALISED STUDIES UNDERTAKEN, GEOPHYSICAL INVESTIGATION INCLUDING UPDATED SEISMIC AND GEOPHYSICAL LOGGING FINDING PHYSICO-MECHANICAL PROPERTIES indicating Design, Tests undertaken, summery of Test Results (The detailed test results in Annexure- VIII to be summarized), Discussion (Above test result in terms of various lithologies) & Results (Physico mechanical characteristics of major partings between coal seam) and any other test s undertaken.</p>						
8	<p>Environmental Data (Demography, water quality analysis, soil quality, flora and fauna, land use pattern, air quality, noise level, etc.). Data is to be collected by the bidder to the extent available with statutory agencies/authorities.</p>						
9	<p>Discussions of Results and Conclusion</p>						
10	<p>LIST OF ANNEXURES</p> <p>Annexure I Details of Co-ordinates, Reduced Levels of boreholes, Seismic profile lines and Closing Depths of Boreholes drilled in block, CF.</p> <p>Annexure II Descriptive Geological Log of boreholes drilled in block, CF.</p> <p>Annexure III Statement showing thickness of Soil, Weathered mantle and different Formations intersected in boreholes drilled in block, CF.</p> <p>Annexure IV Seam Correlation chart, block, CF.</p> <p>Annexure V Seam Wise Borehole Wise Band by Band Analytical Data in block, CF.</p> <p>Annexure VI Seam wise Borehole wise details of Dirt bands in block, CF.</p> <p>Annexure VII Seam wise Borehole wise Overall Proximate Analysis, GCV etc. in block, CF.</p> <p>Annexure VIII Seam wise results of Special Tests of boreholes drilled in block, CF. (Coking coals or Non coking coals, applicable)</p> <p>Annexure IX Seam wise results of Petrographic Tests in block, CF.</p> <p>Annexure X Test result of wash-ability Studies & Characteristics of cleans and middlings of borehole samples in block, CF.</p> <p>Annexure XI Test Results on Physico - Mechanical properties of rock / coal samples from Borehole no...., block, CF.</p> <p>Annexure XII Details of reserves estimation, block, CF</p> <p>Annexure XIII Details of OB estimation, block, CF. (in case of Opencast block)</p>						
	<p>LIST OF PLATES</p> <table border="1"> <thead> <tr> <th>Subject</th> <th>Plate no</th> <th>RF / Scale</th> </tr> </thead> <tbody> <tr> <td>1. Location Map</td> <td>I</td> <td>1 :50000 / 1 :100000 (Location of block within map of coalfield with a inset map of India showing location of coalfield)</td> </tr> </tbody> </table>	Subject	Plate no	RF / Scale	1. Location Map	I	1 :50000 / 1 :100000 (Location of block within map of coalfield with a inset map of India showing location of coalfield)
Subject	Plate no	RF / Scale					
1. Location Map	I	1 :50000 / 1 :100000 (Location of block within map of coalfield with a inset map of India showing location of coalfield)					

11	2. Topographical Map	II	1: 5000 / 4000 (Surface contours, Boreholes, Inclines, Shafts, Limits of OC mines, River, Nala, Road, Rail lines, Wells, Habitations, High tension lines etc.)
	3. Geological Map	III	1: 5000 / 4000 (Seismic profile lines, Boreholes, Special tests boreholes with distinctive style, Inclines, Shafts, Limits OC mines, in addition to formation boundaries, Coal seams In-crops / Outcrops, Structural features etc.)
	4. Graphic Lithologs of Bhs along with Geophysical logging curves	IV A to IV ...	1: 500
	5. Graphic Correlation	V A to V....	1: 1000
	6. Geological Cross section	VI A to VI.	1: 2000
	7. Floor Contour Plan	VII A to VII.	1: 5000 / 4000 (in ascending order)
	8. Seam structure	VIII A to VIII ...	1: 50 (in ascending order)
	9. Seam Folio Plan	IX A to IX.	1: 5000 / 4000 (in ascending order)
	10. Iso-parting Map	X A to X.	1: 5000 / 4000 (As per requirement / optional in case of Opencast block)
	11. Total Overburden Plan	XI	1: 5000 / 4000 (As per requirement / optional in case of Opencast block)
	12. Iso-Excavation Plan	XII	1: 5000 / 4000 (As per requirement / optional in case of Opencast block)
	13. Coal: OB Plan	XIII	1: 5000 /4000 (As per requirement / optional in case of Opencast block)
	14. Interpreted Geophysical logs	XIV A to XIV.	1:200/ 1:500
	15. Interpreted Seismic sections	XV A to ...	1:10,000
	16. Magnetic contour map showing the locations of identified intrusive bodies-XVI...		1:10,000
	17. Any other map as per requirement		

(III) **Final Geological Report (FGR):** Bidder shall attend and incorporate in FGR all vetting comments given on the DGR and shall submit 5 copies of FGR within one month of receipt of vetting comments. Bidder shall also submit two soft copies of the FGR on CDs.

1.2 CMPDI's Scope of Work

- CMPDI shall arrange necessary statutory clearances for exploration in Forest Areas.
 - Status of permission for exploration in Forest Areas:
Note: In case statutory clearance(s) is not provided within the contract period/mutually agreed extended period; the work order will be terminated (Partly or fully) without any financial implication on either side.
- CMPDI shall scrutinize the exploration scheme, suggest and approve the borehole locations, select/approve boreholes for special tests, randomly/regularly check and verify completed and ongoing works; and decide need of geophysical logging/surface geophysical surveys, etc. by Bidder/CMPDI.
- CMPDI shall assess the recommendations given in IGN by the Bidder in respect of revised estimate of exploration and respond within 15 days.
- CMPDI shall scrutinize the Integrated DGR submitted by the Bidder and submit its comments/observations within 30 days which needs to be incorporated by the Bidder in Integrated FGR.
- CMPDI shall scrutinize the FGR to verify incorporation of its comments given earlier on Integrated DGR within 15 days.

2. Laws governing the coal sector in India

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

Table-3.1

Sl. No	Acts / Rules /Regulations	Promulgation
1.	The Mines & Minerals (Regulation & Development) Act	1957
2.	The Mineral Concession Rules	1960
3.	The Coal Bearing Areas (Acquisition and Development) Act	1957
4.	The Mineral Conservation and Development Rules	1988
5.	Coal Mines (Nationalization) Act	1973, amended in 1993

Sl. No	Acts / Rules /Regulations	Promulgation
6.	The Coal Mines (Conservation and Development) Act	1974
7.	The Land Acquisition Act	1894
8.	Forest (Conservation) Act including Rules	1980
9.	Water (Prevention and Control of Pollution) Act including Rules	1974
10.	Air (Prevention and Control of Pollution) Act including Rules	1981
11.	Environmental (Protection) Act	1986
12.	The Mines Act	1952
13.	Mines Rules	1955
14.	Coal Mines Regulations	1957
15.	The Contract Labour (Regulation and Abolition) Act	1970
16.	The Explosive Rules	2008

In addition to the Acts / Rules /Regulations mentioned above in the table 3.1, there are acts, bye laws dealing with the use of explosives, motor vehicles, electricity, wages and remuneration etc. Another category of acts relates to marketing, distribution, sales, pricing, contracts, transportation, exports / imports of various minerals.

3. Duration of the Contract: Duration of contract shall be as follows:

Mobilization period for 3D Seismic and Drilling	For Field & Lab Studies	Report Preparation	Total
	3D Seismic and Drilling	Geological Report (GR) incorporating all the results of Drilling, Chemical analysis, PMT, Seismic and other Geophysical surveys etc.	
75 days	615 days	180 days	870 days
N.B: Zero date shall be the day of the issue of letter of acceptance/work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, whichever is later.			
CMPDI after reviewing the recommendations given by the Bidder in IGN may, however, may reduce/increase by 30% the drilling/Seismic meterage at existing terms and conditions. Accordingly, the duration of the contract would be adjusted on pro rata basis for any increase/decrease in quantities (Refer Clause 5.4 of General Terms & Conditions).			

4.0 Details of Scope of Works

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

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

- 4.7 In case of lower core recovery in normal geological conditions or jamming of the boreholes before completion of depth, deviation drilling/re-drilling shall be carried out by the bidder at his own cost on the instruction of CMPDI. However, if re-drilling is resorted to, the borehole location point shall be at the nearest possible distance from the original borehole and the bidder shall be free to do non-coring drilling up to the depth from where the coring drilling is required for generating cores with stipulated recovery.
- 4.8 If a borehole fails to drill up to the targeted depth due to drilling difficulties or otherwise, the bidder shall have to re-drill a fresh borehole in lieu of the abandoned borehole. However, bidder need not to drill a fresh borehole in lieu of that abandoned borehole in which more than 80% of the targeted depth has been achieved provided that number of such abandoned boreholes are within 10% of the planned number of boreholes for the block and they are scattered over the block. CMPDI shall pay for drilling against such abandoned borehole(s) up to 3 (three) m depth beyond floor of last correlated seam
- 4.9 CMPDI shall have no responsibility towards construction of approach roads to field sites, arranging the water supply for drilling, watch and ward, and safety of men and material of the Bidder.
- 4.10 Decision for closure of the boreholes shall be taken by the Project Manager with approval of PRCO.
- 4.11 Immediately after completion of work on each site, the Bidder shall at his own cost remove all equipment and unused materials; fill in and level pits and reinstate the site to its original conditions.
- 4.12 No extra cost shall be paid towards any “fishing” operation in connection with failure of tubular, bit etc., inside the borehole. No time extension will be provided for “fishing” operation and delay shall attract L/D clauses.
- 4.13 The Successful Bidder's Scope of Work shall also include all the obligations covered in NIT, General Terms & Conditions, Additional Terms and Conditions and Technical Document.
- 4.14 The Scope of Work shall include bringing in and/ or procurement and/ or deployment of Bidder's own equipment and personnel.
- 4.15 Site preparation, supply, transportation to site, water arrangement, lighting, etc., shall be responsibility of the successful Bidder.
- 4.16 The manpower deployment by the Bidder should be in conformity to the laws and regulations applicable in India. However, CMPDI will have no liability, whatsoever, with regard to the manpower provided by the selected Bidder within or after the contractual period.
- 4.17 The Bidder shall also submit recorded data of geophysical investigations carried out by him in digital format.
- 4.18 The bidder is required to carry out multi-parametric geophysical logging of boreholes as per the details given in *Quantum of work in Annexure-XI*.

In order to verify and support the drilling data and to have velocity estimation and for generating synthetic seismogram the multi parametric geophysical logging must include the following parameters:

(I) DUAL DENSITY, (II) CALIPER, (III) NATURAL GAMMA RAY, (IV) SINGLE POINT RESISTANCE, (V) RESISTIVITY (16" and 64"), (VI) P & S FULL WAVE SONIC AND (VII) DEVIATION (In case the logged borehole depth >600m). All these parameters must be recorded.

- *Payment for Geophysical Logging can only be made when above mentioned compulsory parameters are logged {Sl. No. (i) To (v)}*.
- *In case of absence of Parameters (vi) and (vii) 10% deduction shall be made.*

In case CMPDI itself decides to take up geophysical logging of any borehole/and surface geophysical survey, the bidder shall have to provide access to boreholes and extend all logistic support to CMPDI for conducting the investigations and survey of profile lines at bidder's cost. The logistic support in geophysical logging would include

washing of boreholes, fishing of stuck up borehole and space for logger van at the drill site. The casing provided in the borehole needs to be kept intact till completion of geophysical logging. In case of geophysical survey, the logistic support shall include physical sighting of boreholes in the block besides supply of coordinates of boreholes.

In case of Geo-physical Logging in a Coring borehole, the CMPDI shall pay for drilling up to 6 (six) m depth beyond floor of last correlated seam. However, in case of Non-coring Borehole the CMPDI shall pay for drilling up to 9 (nine) m depth beyond floor of last correlated seam.

This is done to facilitate the probe to demarcate the floor of the last correletable seam in case of coring/non-coring borehole.

4.18(a) Any other Surface Geophysical surveys shall be proposed depending upon the specific requirement and completeness of the exploration work.

4.19 Locations of all surface features (natural & artificial) shall be surveyed by the Bidder for their three-dimensional co-ordinates. Spot levels at suitable intervals shall be taken up for generating contours at specified interval for the entire area. The detailed survey for topographical mapping shall be carried out with reference to the primary order of Control Stations or by establishing secondary order of Control Stations (with reference to primary order of control station), depending upon nature and extent of the area. Any unusual condition or formation on the ground, forest area, location of rock outcrops (if visible on the surface) and springs / falls, possible aggregate deposits etc. shall also be surveyed.

4.20 Spot levels shall be taken at about every 20m interval and also at closer interval wherever abrupt change in ground elevation is found so that sufficient points properly distributed over entire area shall be located for generating contours at specified intervals.

4.21 All surface features, contours including control stations, boundary pillars, forest area existing and / or abandoned quarried etc. shall be shown on topographical plan / map by means of conventional symbols (preferably symbol of Survey of India Maps).

4.22 The field survey work shall be conducted with DGPS/Total Station (Refer Item no's 1.2 and 1.3 of Annexure-I) associated with software(s), Auto Set / Precise leveling and other required surveying equipment in the following steps.

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

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

Sl. No.	Type of surveying & leveling	Accuracy in surveying		Accuracy in leveling	Remarks
		Angular	Linear		
1	Primary order a) Traversing b) Triangulation / Trilateration	LC \sqrt{n} second 15 second (triangles closure)	1:10,000 - do – (discrepancy between measured & computed base)	-	Where LC is the least count of the instrument and n is no. of traverse stations

	c) Levelling for B.M. establishment	-	-	(+/-) 1 cm per km	
2	a) Traversing	10√ n second	1:5000	-	- do -
	b) Levelling for' B.M. Establishment	-	-	(+/-) 1 cm per km	

5. Statutory Rules

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

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

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

(b) During the course of execution of the work, if any accident occurs whether major or minor, the successful Bidder or his supervisory staff should inform the same immediately without any delay to the concerned authorities and take steps in accordance with the Mines Act and other relevant laws, else, it is envisaged to take necessary action against the successful Bidder or his supervisory staff for violation of the mines act and other relevant laws. Execution of the work with contract labour is prohibited vide notification U/S 10(1) contract labour (Regulation & Abolition) Act, S.O 2063, dated 21.06.1988. So, the successful Bidder should execute the work in such a way that the above Act is not violated in any manner.

6. Accommodation, site office:

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

7. Wage Payment

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

8. Other Obligations of Successful Bidder:

The responsibility of acquiring/hiring land required for drill sites, conducting 3D Seismic surveys and laying of profile lines etc. and other allied operations as well as payment of compensation to land owners shall be the responsibility of the Bidder.

PRE CONTRACT INTEGRITY PACT**General**

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

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER / Seller is willing to offer / has offered the stores and

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

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Section 1: Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

Section-4: Compensation for Damages

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

Section-5: Previous transgression.

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

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

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

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

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

Section-8: Independent External Monitor

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

Section-9: Pact Duration

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

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

Section-10: Other provisions

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

Section-11: Facilitation of Investigation

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

Section-12: Law and Place of Jurisdiction

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

Section-13: Other Legal Actions.

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

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

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

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure - Guidelines for Indian Agents for Foreign Supplier

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

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

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

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

3. In addition to above A certificate that no commission is payable by the principle supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

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

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

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

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

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

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

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

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

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

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

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

Sub: Authorization for release of payment due from Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.
 (SBI-NET)
 Ref: Order No. _____ Date _____ and/or Tender ID _____

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

1. Name of the Party : _____

2. Address of the Party : _____

City _____ PIN _____
 Code _____

3. E- Mail Id _____

4. Permanent Account Number _____

5. **Particulars of Bank**

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

4. Date from which the mandate should be effective: _____

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp :

Date:

(Signature of the Authorized official from the Banks)

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm

FLEET REQUIREMENT

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

1. I/ We am/ are submitting Bid for the work.....against Tender ID..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I/We will deploy the adequate number of Drilling rigs/Survey Instrument/ Geophysical Logging unit/Seismic data acquisition system and accessories / equipment of required capacity, either owned or hired to ensure pro-rata progress of work over the scheduled period of completion of work.
3. The details of the Equipment and Software are given below: -

Sl no.	Name of equipment – Drilling rigs/Geophysical logger(s), Survey equipment/ Seismic acquisition system/ Software etc.	No. of equipment to be deployed	Make & model#

Note - Table may be expanded as per requirement

#: The recording instrument should not be more than 5 years old on the date of submission of techno-commercial bid. For 3D Seismic survey equipment and Software please refer-Note no's-8, 9 and 10 of Annexure-I

Signature of the Bidder with seal of the firm

Format of "Letter of Bid" (for Works & Services Tenders)

Letter of Bid

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

Sub. : Letter of Bid for the work "-----"

Ref. : Tender Id: "-----"

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months.

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished on-line and authenticity of the Documents uploaded on-line in support of his Eligibility:

FORMAT OF UNDERTAKING

1. I / We Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S., solemnly declare that:
2. I/ We am/ are submitting Bid for the work.....against Tender ID..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
3. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi.
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
5. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
6. I/ We hereby authorize department to seek references / clarifications from our Bankers.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. * I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

- * I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

AGREEMENT FORM

This agreement, made the _____ day of _____ 201____ between _____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____

was hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

**FORMAT OF CONSORTIUM AGREEMENT
WITH ASSOCIATE(S)**

(Format for the Consortium Agreement between the Bidder i.e.
Lead Member & its Associate(s) and to be submitted by Bidders)

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

Sub: Exploration in the

Ref: Detail E-Tender ID

We, M/s (Name & Address of the Bidder i.e.
Lead Member) and (1) M/s (2) M/s.....& (3) M/s.....*
(Names and addresses of the Associate/ Consortium Members) have formed a Consortium for
Exploration in the ____ block, ____ Coalfield of ____ District in the state of ____ and hereby
undertake:

- 1.0 To conduct Exploration in ____ block, ____ Coalfield of ____ District in the State of ____ under option ____ as per the period of association specified at para 5.0 of this Consortium Agreement. (1) M/s (2) M/s..... & (3) M/s.....* (name of Associate/ Consortium partners) have the liberty to dissociate themselves after a time period as mentioned at para 4.0 of this Consortium Agreement.
- 2.0 That M/s (Bidder/ Associate or Consortium members)* have the experience and key professionals as per Clause No 9.1 (A) and (B) of Detail E-Tender Notice whose details are given hereafter.

Details of the Consortium:

Sl. No.	Name of Associate Consortium members	Area of Experience	Number of related projects handled independently or as associate member and the years of experience in the indicated field	Details of the last project completed successfully (As on last day of month previous to the one in which Bid is invited)	Remarks
1					
2					
3					

- 3.0 That M/s shall be the Lead Member for this Associate/ Consortium.
- 4.0 That M/s (Name of the Bidder i.e. Lead Member) has associated with (1) M/s(2) M/s.....& (3) M/s.....* (name of the Associate or Consortium partners) for the subject work as per the roles, responsibilities and tenure in association as given hereafter:

Sl. No.	Name of Bidder (LM) & Associate/ Consortium partners	Role of Bidder/ Associate/ Consortium Members	Tenure of Association**
	M/s..... (Bidder/ LM)	Set up/ Operation & Financial Qualification	Entire Contract Period
	M/s..... (Associate 1)
	M/s..... (Associate 2)

- 5.0 That M/s (Bidder i.e. Lead Member) have formed consortium with (1) M/s (2) M/s..... & (3) M/s.....* (name of Associate/ Consortium members) having collective experience towards Drilling and Geological Report

preparation-as per para 2.0 of this Consortium Agreement. We hereby undertake that this Consortium Agreement as per the provision of the Bid Document shall remain valid for the term of association as specified at para 4.0 of this Consortium Agreement.

6.0 That this Consortium Agreement shall be valid till this subject work is completed.

7.0 That the above Consortium Agreement/ MoU shall be governed by substantive and procedural laws in India.

For and on behalf of :
(The Lead Member of Associate/ Consortium)

Signature :
(The Authorized Signatory)

Name of the Signatory :

Designation :

Company's Stamp/ Seal :

For and on behalf of : (1) (2) (3)
*
(The Associate)

Signature : (1) (2) (3)
*
(The Authorized Signatory)

Name of the Signatory : (1) (2) (3)
*
.....

Designation : (1) (2) (3)
*
.....

Company's Stamp/ Seal :

Witness (1):

Signature:

Witness (2):

Signature:

Name:

Name:

Official address:

Official address:

Date:

Place:

* Strike out which is not applicable.

** Association/ Consortium formed for execution of this subject work will be effective from the date of signing of the Consortium Agreement

SALIENT FEATURES

CHOPNA-SHAKTIGARH BLOCK,

TAWA VALLEY COALFIELD, DISTRICT –BETUL, MADHYA PRADESH

1. GENERAL

Pench Kanhan Tawa Valley Coalfield covering an area of about 2426.00sq km lies in the Chhindwara and Betul district of Madhya Pradesh. Pench Kanhan Tawa valley CF occupies southern limb of Satpura Gondwana basin and is covered in parts of Survey of India Topo-sheet Nos. 55 J/4, J/8, J/12, J/15, J/16 & F/16 on RF 1:50000. This coalfield has been divided into three parts-Pench, Kanhan and Tawa. The occurrence of coal in Pench Kanhan Valley Coalfield was first reported in the year 1852 and subsequently exploration has commenced from this coalfield.

The east-west trending Tawa Valley Coalfield of Satpura Gondwana Basin lies in Betul district, M.P. Though the coalfield was studied as early as 1887 by E.J. Jones and later systematically mapped by several workers.

Objective – Exploration in Chopna-Shaktigarh Block utilizing Seismic survey along with drilling of boreholes in G2 category.

1.1 PREVIOUS WORK

Regional exploration in Pathakhera area had indicated the occurrence of four regional correlatable coal seams, however no exploration was carried out in the Northern part of the Pathakhera Area. With a view to establishing northwards dip wise extension of coal seams already encountered in Pathakhera area of Tawa valley coalfield under cover of motur formation Regional Exploration for coal in Chopna-Shaktigarh was taken up by geological Survey of India during the period 1997-98 and was continued in 2000-2001.

Detailed geological mapping was carried out to explore the presence several up faulted blocks where barakar coals may be intersected at relatively shallow depths. Based on the geological mapping data the exploratory drilling was carried out in the block during the period 1997-98 and 2000-2001 by GSI. Five Exploratory boreholes were drilled totaling a meter age of **2482.80m** and a report titled "**Final Report on Regional Exploration for coal in Chopna-Shaktigarh area, North of Pathakhera Tawa Valley Coalfield, Betul District, MP**" was published during 2000-2001

1.2 LOCATION, COMMUNICATION & ACCESSIBILITY

Chopna- Shaktigarh block is located in the South central part of Tawa valley CF, North of Pathakhera, Betul district and lies north of the Tawa River. Chopna Shaktigarh area is covered by Survey of India Topo sheet no 55J/04.

(a) The block under study is easily approachable by a broad gauge railway line from Nagpur to Itarsi (central railway). The nearest railway station is Ghoradongri which is about 40 Km from Chopna village via Shahpur. A metal road (NH 69) from Nagpur to Bhopal running by west of the area and passes through Shahpur, which is connected with Chopna by another 20 km long 6.45 metal road. Besides, there are several fair weather forest roads passing through the area of investigation. The villages are connected by cart tracks.

1.3 TOPOGRAPHY AND DRAINAGE

The area under study is generally hilly with undulating topography. The entire area is covered by Motur Formation. The general altitude of the area ranges between 400m to 440 m above the MSL.

The Tawa and Bharanga nadi fed by their tributaries, form the main drainage of the area. These channels which drain ultimately into the Narmada River, flow westerly. Important tributaries of Bharanga Nadi are Saranga Nadi, Juban Nala, Khirni Nala and Mankar Nala. Only Juban Nala is flowing from south to north where as other tributaries are flowing from east to west.

1.4 CLIMATE AND VEGETATION

The area experiences Tropical climate with average rainfall of 120-140Cm during the monsoon. Summer is extremely hot and winter is very cold in this area.

The area under study is generally thinly forested however occurrence of Thick forests and dense Jungles are found in the hilly areas. Out of the Total area 42.01Sq km under exploration 6.4 Sq. km is Forest area and 35.61 Sq. km Non Forest Area. Teak, Sal pipal, Kendu and bamboo are the dominant plants in the Forest.

1.5 DESCRIPTION OF GEOLOGICAL FORMATIONS

The geological succession in this basin as per published report of GSI

GENERALISED SEQUENCE IN SATPURA GONDWANA BASIN.

Age	Formation	Lithology and Thickness
Recent to sub-recent	Alluvium & Soil	Black cotton soil
Eocene TO Late Cretaceous	Deccan Traps- Basic flows. Dykes & sills	Basalt &
Late Cretaceous	Lameta	Conglomerate, limestone and clays.
Early Cretaceous	Jabalpur	Massive sandstones with Jasper conglomerates, white clays, red clays, carbonaceous shales and coal lenses

Age	Formation	Lithology and Thickness
----- UNCONFORMITY -----		
Rhaetic	Bagra	Predominantly coarse conglomerates with bands of calcareous sandstones, variegated clays, limestone and dolomite(180m to 240m)
----- UNCONFORMITY -----		
Late part of Early Triassic to Middle Triassic	Denwa	Soft variegated clays inter-banded with sandstone bands, conglomeratic at places. (About 350m.)
Early Triassic	Panchmari	White-coarse grained cross-bedded sandstones with lenses of sub-angular quartz Pebbles (about 750m).
Late Permian	Bijori	Micaceous, flaggy sandstones and shales. (180m. to 250m.)
Early Permian	Motur	Buff, green and variegated clays with coarse to very coarse grained sandstones (about 600m.)
Early Permian	Barakar	Coarse to medium grained sandstones, shales, carbonaceous shales and coal seams (250m to 450m.)
Late Carboniferous (?)	Talchir	Diamictites, sandstone grey and olive green needle shales, varves and rhythmites (about 490m)
----- UNCONFORMITY -----		
Precambrian	Metamorphic	Gneiss, schists, quartzite's, lime stones etc.

1.6 Geology of the Area

Age	Formation	Lithology and thickness
Eocene to Late Cretaceous	Basic Intrusive/Dykes	Dolerite
Late Permian	Bijori Formation	Greenish grey to greyish white, medium to coarse grained, to massive feldspathic and micaceous flaggy massive to planer cross bedded sandstone and shales.(thickness 180.00m+)
Early Permian	Motur Formation	Greenish grey to greyish white, fine to coarse grained, feldspathic and micaceous, planar cross bedded sandstone, siltstone, green to greenish grey clay stone, silty to sandy clay stone and thin coal streaks. (thickness 596.20m+)

	Barakar Formation	Dirty white to light greenish grey To grey fine to coarse grained hard and compact feldspathic sandstone with interbedded siltstone, shale, carbonaceous shale and coal. (Thickness 193.00m+).
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On the basis of Surface and Subsurface data of 5 exploratory boreholes drilled by GSI generalised sequence of the different formations in the area under study is given below

1.7 Description of Geological Formations

- a) **Metamorphic**: This formation is not exposed anywhere in the block. It is represented by gneisses Schists and quartzite.
- b) **Talchir Formation**: This formation is not exposed anywhere in the block and is mainly represented by the fine grained, greenish grey sandstones and splintery shales. Fragments of feldspars are found embedded in sandstones of this formations.
- c) **Barakar Formation**: The Barakar formation consists of dirty white to light greenish grey to grey, very fine to coarse grained hard and compact sandstone with occurrence of coal seams, carbonaceous shale and grey shale. As reported by GSI two boreholes TVCS-1 and TVCS-5(Outside block) has encountered Barakar Formation. The thickness of the Barakar Formation in the block varies from 116.00m to 193.00m. Contact between the Motur and the barakar Formation is gradational in nature and the four regionally co-relatable coal seams are encountered in Barakar. Only one Borehole TVCS-1 has encountered all the four coal seams.
- d) **Motur Formation**: It overlies conformably on Barakar and has a gradational contact. It comprises dominantly plastic mottled, clays of variegated colour and fine to coarse grained and gritty chloritic sandstone. The chloritic sandstone are greenish grey to green in colour, while ferruginous sandstones occur at place, are reddish to reddish-brown in colour. Motur Formation is well exposed in the Streams and tributaries as reported by GSI. All the 5 exploratory boreholes have encountered Motur Formation with maximum Thickness of 602.02m.Three boreholes TVCS-2, 3 &TVCS- 4(Outside Block) have been suspended in the Motur Formation.
- e) **Basic Intrusive and dyke**: As reported numerous dykes have been traced in the area. The trend of the dykes is east-west to northeast-southwest. Only one borehole TVCS-5(Outside Block) has encountered dyke at depth of 562.40m with approximate thickness 40.65m

1.8 Geological Structure of the Block

The general attitude of the bedding in the basin is East-West to ENE-WSW with Northerly dip however the amount of dip and change in direction cannot be ruled out due to the presence of large faults in Northern part and south western part.

The interpretation of geological structure in Chopna-Shaktigarh block (Non CIL) is solely based on the sub-surface data obtained from the 5 boreholes drilled in the area, coupled with regional structure interpreted in adjacent Shaktigarh block in the east and Chattarpur I Extension Block in the southern part.

Dykes are present in Chopna-Shaktigarh block which shows trend of E-W and NE-SW. these dykes/intrusive are intruded within the Motur Formation.

Based on the data obtained from boreholes drilled in this block by GSI and regional structure in adjacent Shaktigarh Block tentative floor contour plans have been attempted to decipher the geological structure of Chopna- Shaktigarh Block. The floor contour is highly tentative in nature and may vary considerably based on the presence of faults in the area under investigation.

1.9 STRIKE & DIP

It is observed from the floor contour plans that, the general strike of the beds trends E-W to ENW-WSW with low dip (7deg to 8 deg) in north westerly direction. The geological structure deciphered in the block is highly tentative in nature and occurrence of Fault in the area under investigation cannot be ruled out completely which may increase or decrease the depths of the boreholes.

1.10 COAL SEAMS

The regional exploration in Chopna-Shaktigarh block has established the presence of four coal seams. All the coal seams have been designated as Seam I, Bagdona, lower Workable and Upper Workable in ascending order. All these seams occurs in Barakar Formation below thick Motur Formation as encountered in one borehole (TVCS-1).

All the four coal seams viz. Seam-Upper Workable, lower Workable, Bagdona, Seam I occurs in ascending order may be considered as regionally persistent and correlatable in the block. Several carbonaceous band are present between these seams.

As per the occurrence of coal in the borehole TVCS-1 Chopna-Shaktigarh block can be considered for underground proposition.

Out of four coal seams viz. Seam- Lower Workable seam and the Bagdona Seams is the most developed seam as far as development of workable thickness is concerned, followed by Upper Workable seam and seam I (As per Coal seam Encountered in TVCS-1).

Seam thickness is considered only in one borehole. Thickness or thinning of the seams cannot be ruled out during the course of exploration in the block.

Few boreholes drilled by CMPDI in the Eastern part of the block and in Chattarpur I Extension has also been considered.

SEQUENCE OF COAL SEAMS AND QUALITY

The sequence of coal seams with range of intersection depth, its thickness, effective/workable thickness, quality in terms of UHV & grade and number of borehole intersections are depicted in following Table:

SEQUENCE OF COAL SEAMS IN CHOPNA- SHAKTIGARH BLOCK (TVCS-1)

Sequence of Coal seams/ Parting	Depth (m)		Thickness Range (m)
	From	To	
Upper Workable seams	478.50	479.65	1.15
Parting			12.00
Lower Workable seams	491.65	493.65	2.00
Parting			62.20
Bagdona	555.85	557.00	1.15
Parting			39.00
Seam I	596.00	596.85	0.85

1.11 RESERVES

As per GSI report the resource calculated is classified into “Indicated category” over the influence area of 1000m around only one borehole TVCS-1 where all the coal seams have been encountered.

In evaluation of “Indicated” resource from regional exploration, an average grade of the coal seam, weighted average of moisture% and ash% of the individual coal bands intersected only in one borehole, namely, TVCS-1 between depths of 478.50m and 596.85m have been taken into consideration.

In Chopna-Shaktigarh area, Tawa Valley coalfield, a total of 14.75 million tonne of ‘Net’ coal resource of ‘Indicated’ category has been assessed within depth range of 300m-600m over area of 3.14 sq. km of Chopna-Shaktigarh area around borehole no. TVCS. Inferred reserve of the Block (Tonnage (m. tonne) = Area (sq. km) x Thickness (m) x Sp. Gr) comes around 300Mt.

1.12 PROPOSED EXPLORATION SCHEME

On the basis of GSI report, an area of 42 Sq. Km. was identified as Chopna-Shaktigarh block. Five boreholes were drilled by GSI. Out of the five boreholes drilled in the block, all four seams were encountered only in one borehole. The remaining boreholes were abandoned or closed in Motur and Dyke encountered in the borehole. TVCS-1, 2, 3 falls inside the block whereas TVCS-4, 5 falls outside the block boundary.

For proving of geological structure and resource in the said block using seismic survey, further exploration is proposed.

As the geological structure attempted in this block is highly tentative in nature and may vary it is suggested to carry out exploration in 1000m grid throughout the block so that regional structure can be arrived.

1.13 BLOCK BOUNDARY

Chopna -Shaktigarh block covering 42 sq. Km. area is defined as follows.

North: Line joining cardinal points A1 to A2

East: Line joining cardinal points A2 to A3

South: Line joining cardinal points A3 to A24

West: Line joining cardinal points A24 to A1

Chopna Shaktigarh block covering 42 sq. km. area and is defined by cardinal points A1 to A24 the coal grid coordinates of each cardinal point of the block boundary are given below.

SI. No.	CARDINAL POINT No.	X_CG	Y_CG
1	A1	2900779.91960	1327557.64160
2	A2	2911453.63950	1327508.21190
3	A3	2911439.43080	1325311.78300
4	A4	2911214.75020	1325277.27430
5	A5	2910088.42900	1324688.03740
6	A6	2908550.50020	1323883.64940
7	A7	2908063.75020	1323636.52430
8	A8	2906957.25650	1323652.65270
9	A9	2906770.56800	1323643.07720
10	A10	2906494.77620	1323594.41830
11	A11	2906238.66400	1323458.64910
12	A12	2905948.13970	1323317.79110
13	A13	2905647.89880	1323198.08280
14	A14	2905372.60220	1323152.07540
15	A15	2905185.62830	1323089.78390
16	A16	2904772.72040	1323028.69500
17	A17	2904659.10810	1322908.01170
18	A18	2904421.85860	1322629.78730
19	A19	2904342.81150	1322544.12170
20	A20	2904150.11450	1322490.33620
21	A21	2903840.00000	1322610.18000
22	A22	2903840.50000	1322804.27000
23	A23	2903346.87000	1323107.27000
24	A24	2902132.94000	1323447.00440
25	A25	2900754.92690	1324672.89320
26	A26	2900756.95380	1325260.82530
27	A27	2900760.28330	1325607.56230
28	A28	2900762.75110	1325864.55880
29	A29	2900763.18780	1325913.26420
30	A30	2900769.16850	1326580.34580
31	A31	2900777.09030	1327346.22410

1.14 QUANTUM OF PROPOSED WORK

Area: 3D Seismic surveys covering 42 sq. Km and drilling 61,300m.

Drilling meterage details: The detailed break up is given below.

Table 1.15: DETAILS OF PROPOSED METERAGE TO BE CARRIED OUT

SL. No.	PROPOSED POINT	EXPECTED DEPTH (m)
1	P01	590
2	P02	670
3	P03	720
4	P04	650
5	P05	560
6	P06	560
7	P07	630
8	P08	710
9	P09	770
10	P10	700
11	P11	610
12	P12	550
13	P13	590
14	P14	680
15	P15	770
16	P16	820
17	P17	750
18	P18	660
19	P19	570
20	P20	590
21	P21	650
22	P22	720
23	P23	810
24	P24	860
25	P25	790
26	P26	710
27	P27	640
28	P28	860
29	P29	790
30	P30	720
31	P31	550
32	P32	920
33	P33	850
34	P34	780
35	P35	600
36	P36	560
37	P37	670
38	P38	840
39	P39	920
40	P40	980
41	P41	920
42	P42	830
43	P43	620
44	P44	520

45	P45	330
46	P46	580
47	P47	680
48	P48	890
49	P49	980
50	P50	1030
51	P51	940
52	P52	730
53	P53	640
54	P54	360
55	P55	340
56	P56	400
57	P57	690
58	P58	900
59	P59	990
60	P60	1040
61	P61	960
62	P62	750
63	P63	480
64	P64	430
65	P65	390
66	P66	430
67	P67	710
68	P68	810
69	P69	1010
70	P70	1050
71	P71	860
72	P72	770
73	P73	500
74	P74	440
75	P75	490
76	P76	560
77	P77	820
78	P78	910
79	P79	950
80	P80	880
81	P81	610
82	P82	550
83	P83	450
84	P84	500
85	P85	610
86	P86	670
87	P87	930
Total		61300 m

Since the extent of coal bearing and non-coal bearing area, seam non-development zones are tentative, number of proposed borehole points may also vary as it depends

upon the geological structure evolved during exploration. The details of scope of proposed works is given in Annexure-I, IA and IB. Moreover, as the proposed quantum is based on the tentative structure based on single borehole (TVCS-1), actual work may vary considerably during the course of exploration.

Location of proposed borehole points in Chopna-Shaktigarh Block, Tawa Valley CF

