

(Limited Domestic Tender through GeM Portal: <http://gem.gov.in>)

LIMITED TENDER DOCUMENT

TENDER REFERENCE NO.: CMPDI/CMC/2024-25/12

Offers are invited online in single packet system on the website <http://gem.gov.in> for Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 of Sand Mining lease areas in 6 Districts of Rajasthan from approved empaneled list of Drone service providers circulated vide office order No: CMPDI/GEOM/Empanelment/528 dated 27.06.2022.

1. (A) Scope of work :

Table – 1

Job description	Area (Ha) (Nos. of locations)	Estimated Cost of Service (Rs.) per spell (Including GST) (in Rs)	Estimated Cost of Service (Rs.) for three (3) Spells for Total Area (Including GST) (in Rs.)	Earnest Money (In Rs.)	Completion period of work from the date of issue of Work Order (in Months)
Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 (i.e. in three phases) of the Sand Mining lease areas in 6 Districts of Rajasthan .	4800 Ha (48.00 Sq.Km) (94 locations)	9,99,979.20	29,99,938.00	37,500.00	10 (Ten)

Note: Deliverables of work shall be submitted Phase wise i.e. within 15 days from 1st Phase of survey (Pre-monsoon), 15 days from 2nd Phase (Post- monsoon), and within 15 days from 3rd Phase of survey (March2025)

Disclaimer: Please check the drone flying zone restrictions before every flight from the following link <https://digitalsky.dgca.gov.in/airspace-map/#/app> as the Airspace map is dynamic in nature.

Tender Inviting Authority	Contact Person(s)/ Tender Dealing Officer(s)
General Manager (CMC) Central Mine Planning & Design Institute Limited Gondwana Place, Kanke Road, Ranchi - 834031, Jharkhand, India Email ID: gmcmc.cmpdi@coalindia.in	General Manager (Geomatics) Central Mine Planning & Design Institute Limited Gondwana Place, Kanke Road, Ranchi - 834031, Jharkhand, India Phone: 8987788910 Email ID: gmgeomatics.cmpdi@coalindia.in

(B) Time Schedule of Tender: As given on GeM Portal: <https://gem.gov.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. One extension of bid submission date by four days in case of number of bids received is less than three. No separate corrigendum shall be issued and published by the Bid Inviting Authority for extending the due dates. This extension will be also applicable in case of receipt of zero bid.
- iii. After extension, the bid shall be opened irrespective of available number of bids on the extended date of opening of bid.
- iv. There will be no physical / manual sale of the Tender Document.
- v. There is no tender fee and the bidders can download the Tender Document free of cost.
- vi. Bidders are advised to download the complete set of the Tender Document, including the tender details.
- vii. ***Bidders are advised to upload Signed/Digitally signed documents only. Unsigned documents shall not be considered. All the submitted documents must be legible.***
- viii. ***The successful bidder has to submit performance security within 21 days of issuance of LOA. Agreement has to be executed for the said work within 14 days of confirmation of performance security.***
- ix. ***Work order will be issued after submission of performance security.***

2. Deliverables of Work:

Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 of Sand Mining lease areas in 6 Districts of Rajasthan as detailed in the scope of work. The estimated area of survey is 47.50 Sq. Kms.

The required deliverables for the above mentioned work(s) shall be as follows:

Sl.	Details of Work/Data Acquisition	Format for Output	Other Technical Premeters	Remarks
1.	Permanent Base Station Coordinates/ GCP Location/ Pillar Values	In .csv Format .	Accuracy range 1-2 cms	
2.	Orthophotomosaic of Lease Areas	Geotiff or any Industry Standard Format	Resolution:<5cms/pixel or better	
3.	Point Cloud Data acquired during Drone Survey in various districts of UP	.las or any Industry Standard Format	-	
4.	DTM(s) of Sand Mining Lease areas through Unmannnd Aerial Vehicle (UAV) / Drone Survey	Softcopy of the DTM in Geotiff or any Industry Standard Format	5 cm or better	Shape file / kml file/ dxf file of boundary of sand leases will be provided by CMPDI. (Refer Plate- 1 to 17).

5.	Calculation of accumulated / displaced sand volume as per SoP given below.	-		
6.	Report on Drone/ UAV Survey done for the sand mining leases.	MS-Word/ pdf	Two hard copies of the report	
7.	Raw data and files generated during Drone Survey	-	In Hard Disks	

The vendor should also submit/ fulfil the followings details:

1. Flight log book showing details as per DGCA guidelines and Drone/ UAV rules
2. Specifications of the UAV/Drone used
3. All deliverables shall be in UTM Projection, WGS84 datum

Note :

1. The total area of drone survey work may vary by +/- 10%. The numbers of Districts/ Sand leases may also vary as per requirement.
2. Payment will be done as per kml areas of the sand leases for which survey was done.
3. Hindrance register shall be maintained and information of any hindrance shall immediately be communicated to GM (Geomatics) by email.
4. Any third party liability or losses incurred due to damage caused by Drones and/ or its operations to other equipment, property or individual/ group of individuals during drone operations shall be the responsibility of the bidder.
5. Compliance to DGCA guidelines related to equipment, manpower and operations shall be the responsibility of the bidder.
6. ***Time is the essence of the job. Strict adherence to the timeline as per Scope of Work shall have to be ensured by the successful bidder.***

Other service requirements:

- a) The work shall be executed under instructions and supervision of GM (Geomatics)/ his representative, CMPDI, Gondwana place, Kanke Road, Ranchi. The inputs for the above job such as KML/ shp file related to the work shall be provided by CMPDI.
- b) Provision for field survey equipment, manpower, logistics for survey, data processing at site/ CMPDI(HQ)/ bidder's premises, during contract period shall be responsibility of the bidder.
- c) On receipt of work order, the successful bidder will have to arrange for a meeting (in person at Ranchi/ through VC) with GM(Geomatics), CMPDI, Ranchi for detailed discussions and for getting instructions prior to start of work at sites.
- d) Representatives from CMPDI may visit site(s) during acquisition of data through Drone/ UAV based sensors for coordination and necessary instructions.
- e) Quality of acquired data should be checked on day to day basis by the successful bidder in the field itself to avoid any loss of data/ discrepancy during processing and thus ensuring quality output.
- f) Successful bidder has to submit the work after completion of each District for quality checking.
- g) It is the duty of the service provider to check and ensure the quality and coverage of area surveyed on daily basis. A report to this effect shall be sent through any communication means such as email/ whatsapp etc on daily basis.

3. Standard Operating Procedure (SoP)

1st Phase- Pre-Monsoon

1. Establishment of Permanent Base/ Reference Stations near the sand leases through DGPS Surveys, which will remain there as reference for subsequent surveys i.e Post Monsoon and March'25.
2. DGPS Survey of Permanent Base Station shall continue till the Survey of all the Rover Stations is complete.
3. Taking Geo-tagged Photo of the Permanent Base Station. Photo with description of the location shall be the part of the report.
4. Making sufficient numbers markers/ GCPs in the sand lease areas. Taking DGPS readings (as rover station) of the GCPs. These GCPs are to be used for geo-referencing of the acquired data.
5. PPK-enabled Drone (UAV) Survey is to be carried out of the sand leases. Sufficient Buffer (about 20-25m) shall have to be kept while acquiring the data through Drone/ UAVs.
6. Post Processing of DGPS Data and Processing of Drone (UAV) data. Pre-Monsoon Orthophotomosaic, point cloud, DTM and report shall be submitted to the Office of GM(Geomatics), CMPDI, Ranchi

2nd Phase - Post Monsoon:

1. DGPS Survey (as base Station) at the Permanent Base Station.
2. Steps 2 to 6 of Pre-Monsoon Survey (1st Phase - Pre-Monsoon) are to be repeated
3. Volume Computation between Pre-Monsoon and Post Monsoon DTMs is to be done as per advice of GM(Geomatics)
4. Orthophotomosaic, point cloud, DTM and volume report shall be prepared and submitted

3rd Phase - March 2025

1. DGPS Survey (as base Station) at the Permanent Base Station.
2. Steps 2 to 6 of (1st Phase - Pre-Monsoon) are to be repeated
3. Volume Computation between DTMs is to be done as per advice of GM(Geomatics)
4. Orthophotomosaic, point cloud, DTM and volume report shall be prepared and submitted

Note: Timings of the Survey is Monsoon dependent and shall be done prior to Monsoon in 1st Phase, Post-Monsoon as per instruction of GM(Geomatics) and 3rd Survey in March 2025 or as advised by GM(Geomatics)

4. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on Government E-Market Place (GeM) portal <https://gem.gov.in> and Tender Notice shall be available at website <https://eprocure.gov.in/cppp>. The Tender document can be downloaded by empaneled bidders from the GeM 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.

5. Clarification of Bid:

The bidders may seek clarification online through e-tendering portal <https://gem.gov.in> within the specified period. No other mode of seeking clarifications shall be entertained. The identity of the Bidder will not be disclosed by the system. 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 as per provision of GeM portal.

6. Bid Security / Earnest Money Deposit (EMD):

5.1. Deposit of EMD:

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

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

EMD of the successful Bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.

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

Our bank detail for EMD is 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 – 834031.

~~The successful bidder shall have to submit MANDATE FORM for e-Payment along with EMD, as per the format given in the tender document as Annexure-II.~~

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 and recognized by DPIIT (Department for Promotion of Industry and Internal Trade, GoI) for the tendered works are exempted from submission of EMD against uploading of valid documentary evidence.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

6. User Portal Agreement:

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including 'General Terms & Conditions' and '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 through <https://gem.gov.in> in order to become an eligible bidder. No conditional bid shall be accepted / tender document, undertakings and the e-Procurement system through <https://gem.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Deadline for Submission of Bids

- i. Online bids must be uploaded by the bidders at GeM portal by the last date and time as specified in e-tender notice.
- ii. In case, three (03) bids are not received within originally stipulated time, the due date of tender shall be extended by 4 (four) days. If, even after granting extension (Four days), less than three (03) bids are received, tender shall be opened without further extension. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates. In case no offer is received, tender will be cancelled.

8. Qualification of the Bidders:

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

Bidders are advised to upload the scanned copy of documents specified under the eligibility criteria of the tender in support of their qualification 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 will be liable for rejection.

- 8.2 The invitation for bid is open to all empaneled bidders ~~including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.9 of NIT.~~

- 8.3 Joint Venture (JV): omitted.

9. **Eligibility Criteria:** This limited Tender Document is only for UAV/ Drone Service Providers who are empanelled with CMPDI as per list enclosed elsewhere in this NIT document. The bidder has to fulfil the following eligibility criteria:

9.1 **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:

- i. Amount of available Working Capital inclusive of lines of credit and availability of other financial resources
- ii. Date on which the Bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
- v. Date of Issue of Certificate

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.

Note1: The proportion of required Working Capital possessed by Lead Member and other members shall have to be evaluated offline by the Tender Committee till it is configured in the portal. Scanned copy of documents to be uploaded by Bidders (CONFIRMATORY DOCUMENT).

Note2: A Sample Checklist for Working Capital Certificate is enclosed.

SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE (FOR REFERENCE PURPOSE ONLY):

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

1. Name of Bidder:
2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

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

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

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

NOTE:

1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.

* The net availability of funds is the availability of unutilized fund.

9.2 Fleet Requirement:

Declaration/ undertaking that sufficient numbers of fleet/ equipment and required key professional as per DGCA guidelines will be deployed for execution of the work. As per annexure VII it is reiterated that **time is the essence of the subject assignment**.

A self-certificate confirming acceptance to deploy sufficient numbers of UAVs/ Drones with valid UIN numbers along with suitable sensors and equipment and key professional as per DGCA guidelines as per **Annexure VII** shall be submitted.

9.3 An Undertaking:

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 the bid document at **Annexure-IV**.

9.4 Letter of Bid: The format of **Letter of Bid (LOB)** will be downloaded by the bidder and the scanned copy of the same will be uploaded during bid submission. 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 (**Annexure-I**) 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 physically signed or digitally signed by DSC holder, submitting bid online.

9.5 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.~~

~~9.6 Bidder(s) shall submit declaration for no change in Legal Status of the bidder(s) since empanelment.~~

9.7 PURCHASE PREFERENCE UNDER 'MAKE IN INDIA' POLICY FOR "LOCAL SUPPLIER"

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017 PP (BE II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable as per **Annexure VIII**.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i. Confirmation in the form of Yes/ No regarding possessing of required document indicating percentage of local content as enlisted in NIT.
- ii. Scanned copy of the relevant documents to be uploaded by bidder(s), issued by competent authority in support of information / declaration furnished online by the bidder as Confirmatory Document.
- iii. All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.

10. Confirmatory Documents: A Tabulated list of documents is required to be submitted in support of the Eligibility Criteria.

The documents submitted by the bidder should be **numbered and indexed**.

Sl No.	Eligibility Criteria	Scanned copies of documents to be uploaded by bidders in support of eligibility criteria
1	Letter of Bid (LOB): (Ref. Clause 9.4)	Letter of Bid (LOB) in prescribed format (Annexure-I).
2	Fleet Requirement (Refer clause 9.2): The bidder is required to give an undertaking in self-certification in the prescribed format to deploy PPK enabled UAVs/ Drones alongwith its sensors and equipment and related software as per NIT.	A self-certificate in the prescribed format to deploy UAVs/ Drones alongwith its sensors and equipment and related software as per NIT (Annexure-VII).
3	Local supplier status of the Bidder: (Ref. Clause No. 9.7 and 22 of NIT)	All the Bidders at the time of bidding shall submit, if applicable, self-certification as per Annexure-VIII indicating the percentage of local

		content in the offered items as per Order No. P-45021/2/2017 PP (BE II) dated 16.09.2020 issued by Govt. of India regarding preference to Make in India.
4	Undertaking regarding genuineness:	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 IV .
5	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	

If any of the above documents required in the prescribed format is not submitted/ uploaded the bid shall be summarily rejected.

Signed/ Digitally signed documents uploaded in this tender shall only be considered as submitted documents. Unsigned documents shall not be considered. All the submitted documents must be legible.

11. 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.

12. Submission of Bid:

- The bidder will submit their bid online. No off-line bid shall be accepted.
- In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal i.e. at <https://gem.gov.in>. The registration should be in the name of bidder.
- It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GEMs bidding system or internet connectivity failures.
- 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.
- 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.
- All the bidders need to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.
- General Instructions for Submission of Tender:** A bidder should strictly comply with the following instructions: Bidders are required to submit offers online in single Packet only giving reference to this Tender Notice No. and Date.

For online submission of tender the bidders will have to upload "Letter of Bid", Information regarding Eligibility Criteria and all the confirmatory documents and price bid as prescribed in the NIT

Letter of Bid: The format of Letter of Bid (LOB) will be downloaded by the bidder and the scanned copy of the same will be uploaded during bid submission. 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 (**Annexure-I**) 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.

h. 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 I. 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 values (i.e. Cost to Company). The Price bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/ modification in the Excel format may lead to rejection of bid.

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

- I. GST Registered Bidder under regular scheme, OR
- II. GST Registered Bidder under composition scheme, OR
- III. GST unregistered bidder.

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover I. The Price bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate[combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

13. Evaluation of L-1 Status:

a) 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.

b) 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.

c) 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.

d) 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 as given below:

State	Unit / HQ	City	GSTIN
Jharkhand	HQ	Ranchi	20AAACC7475N1ZI

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.

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

14. 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 rate quoted by bidder shall be inclusive of all taxes, duties & levies including GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service aviler (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.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/ contractor is GST unregistered bidder/ dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CMPDIL 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 and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

~~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.~~

~~In case of collection of minor minerals in area (both virgin and non virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.~~

~~Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.~~

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.

15. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission. 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.

~~15.1 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.~~

~~15.2 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 16 below:"

Note : In case of clause 15.1 & 15.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

16. Standard Operating Procedure for Withdrawal of Bid:

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 from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a. ~~A partner of bidder (in case of partnership firms) who is registered on the GeM portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners who is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline~~

method of withdrawal of his/ her offer (or express his disassociation from the bidder organization).

- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause 16.I-(A) (b) and Clause 16.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.

17. 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 bidder(s), 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 GeM portal. Under any circumstance, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GeM portal or Internet connectivity failures.

18. Opening of Technical Bid:

- a. The bids will be opened on scheduled date and time after the Bid submission end date or next working day whichever is later. ~~Technical bid will be opened online on the prescheduled date & time of Tender Opening.~~
- b. 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.
- c. All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents(if any) shall be downloaded after opening of bid.

19. Evaluation of Tender:

I. For One Part System:

- a. After opening of bid, the documents submitted by L-1 Bidder 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 L-1 Bidder online. If the L-1 bidder complies with the eligibility requirement as per NIT, then the bidder will be considered eligible for award of contract.
- b. In case the L-1 bidder fails to comply the eligibility requirement as per NIT or backs out (i.e. Techno commercially established L1 bidder), then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The tender shall be cancelled and retendered. No recycle of the confirmatory documents will be done.
- c. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-1 Bidder is 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.
- d. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- a. ~~After opening of bid, the documents submitted by L-1 bidder 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 L1 bidder 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 award of Contract.~~

b. ~~In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by L 1 bidder 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 L 1 bidder. The L 1 bidder 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 L 1 bidder 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. Any related document(s) submitted online or offline beyond these specified period of 7 days shall not be considered for evaluation.~~

c. ~~It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.~~

d. ~~The tender will be evaluated on the basis of documents uploaded by the L 1 bidder online. The L 1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.~~

e. ~~In case the L 1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.~~

f. ~~Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM portal only.~~

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

g. ~~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.~~

h. ~~In case the L 1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L 1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and the tender will be cancelled.~~

i. ~~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.~~

j. ~~After Technical evaluation of tender, Technical Evaluation Summary will be uploaded by the evaluator and price bid shall be opened on schedule date and time online in the GeM portal. 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 GeM portal at rescheduled date and time.~~

k. ~~In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and tender will be cancelled. Re tender (if required) will be done (with the same or different quantity, as per the instant requirement).~~

l. ~~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.~~

20. Award of work:

- a. The Tender Committee will recommend for award of work to the successful bidder after evaluating their techno-commercial eligibility based on the evaluation sheet prepared by evaluator 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.
- b. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
- c. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in tenders in CMPDIL.

21. Bid Extension:

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

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

22. A. Preference to Make in India:

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 :

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

Note: The confirmation from the bidder regarding matching of L-1 price may be taken in confirmatory document link of GEM portal by recycling 'Any other document' link.

B. Verification of local content:

- i) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.
- ii) 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.
- iii) 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.
- iv) False declarations will attract banning of business of the bidder for a period up to two years.
- v) 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.

C. 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 L-1 + 15% shall be awarded at least 25% of total tendered work provided they match L-1 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 L-1 + 15% and they match the L-1 price.
- ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 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 L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 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 L-1 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 L-1 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.

23. 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:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "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.

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individual(s), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (1) or(2) or(3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

24. Cancellation of Tender:

Even after extension of bid as per clause 21, If no Bid is received, the tender will be cancelled.

In case none of the bidder(s) complies to the technical eligibility criteria as per NIT, the tender will be cancelled.

25. The processes for entering into the agreement with the successful bidder will be done offline. However, the documents required to be submitted by contractor for executing the agreement is specified in **(Annexure-V)** of the Tender document.

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

27. Subletting/ Sub-vending: No subletting of work by the contractor is permissible.

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

29. Matters relating to any dispute or difference arising out of this tender and subsequently contract awarded based on this tender shall be subject to the jurisdiction of Courts at Ranchi and/ or courts located at the places of execution of work.

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

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

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

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

32. Change in Constitution of the Contracting Agency: Prior approval in writing of the Company/ buyer shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

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

34. Paying authority: Paying authority is HOD/ GM (Finance), CMPDI.

35. Currencies of Bid and Payment: The unit rates and prices shall be quoted by the Bidder in Indian Rupees only. All payment shall be made in Indian Rupees only.

36. Period of Work:

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

37. Commencement of Work:

Date of Start of work shall be mentioned in the Work Order and deployment of man-power shall be ensured by the Successful Bidder accordingly.

~~On completion of the work, work site shall be handed over to the company by the contractor and he/they shall intimate officially of having completed the work as per the contract.~~

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

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

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 after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details: :-
 - a. Time schedule for Execution of Formal written Agreement.
 - b. Any other salient detail as per standard format

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

In case of failure to enter in to agreement within specified period the contract will be terminated ~~in accordance to clause 4.4 of conditions of contract(GTC).~~

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

- 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.
- 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 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.

39. Validity of offer:

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

40. Banning:

The bidders would give a declaration as per **Annexure-III (attached)** 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.

41. 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), Scope of Work (SOW), and any other document uploaded on portal as NIT document and GTC and Service Level Agreement (SLA) available at GEM portal under Drone as a service forms an integral part of this NIT and shall also form a part of the Contract agreement.

42. Performance Security shall be 5% of the contract value 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 – 834031.

NOTE: A Bank Guarantee proforma is given in the Tender Document as **Annexure-VI**.

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Limited.
- c. Demand Draft drawn in favour of Central Mine Planning & Design Institute Limited on any Scheduled Bank payable at its branch at RANCHI.
- d. 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.
- 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.
- f. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work **shall be cancelled with forfeiture of the bid security/earnest money**. In case of Partnership firm, the debarment shall also be applicable to all individual partners of Partnership firm.
- g. ~~All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit. Retention money of 3% deducted from the bills shall be refunded within 60 days of completion of work after competent approval for closure of contract as per relevant clauses of the contract.~~
- h. 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.
- i. The performance security submitted in any form ~~and retention money mentioned above~~ shall not bear any interest.
- j. **If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.**
- k. **Refund of Security Deposit:**

The performance security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within 60 days, on claim by him in writing after the completion of contract after satisfactory completion of work by the user department. However, if there is a delay, the Contractor shall not be entitled to any interest.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

Whole or any part of the security deposit of the contractors will be forfeited if any financial loss occurs to CMPDI due to non-fulfilment of the terms & conditions. In the event the contract is terminated by CMPDI before the completion of the initial period of one year for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited.

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

1. The date of completion of the work will be certified by GM (Geomatics).

43. Closure of Contract:

- i) The closure of contract shall be done after receiving work completion intimation in writing and subsequent certification from GM (Geomatics) and thereafter on obtaining the competent approval. The closure of contract shall be done after payment of performance security.
- ii) Closure of contract shall be done after execution of the work as per agreement within the stipulated time period or the extended time period.
- iii) Closure of contract can be done on complete execution of awarded work.

44. One Bid per Bidder:

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

b. Conflict of Interest.

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

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;

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

45. Payment

Payment will be released on completion of work in Phases detailed as in the SoP (Clause 3). The Contractor shall submit the project related outputs as per scope of work (refer clause 1A), deliverables and SoP (refer clause 2 and 3) as mentioned in NIT after completion of work. GM (Geomatics) or his authorised representative shall arrange for verification of quality and accuracy of delivered outputs. After satisfactory evaluation of the deliverables, the contractor will be informed for submission of bills. The payment will be payable by CMPDI within 21 days from the date of receipt of completed bill/ invoice.

This process as explained above may be followed for each project/ phase mentioned in scope of work/ SoP of NIT. The payment shall be processed in Phases as given below:

- i) 30% of total cost of service (for all the three phases) shall be payable at the end of successful completion/ submission of deliverables as mentioned under 1st Phase- Pre-Monsoon and acceptance of the same by GM (Geomatics), CMPDI.
- ii) 35% of total cost of service (for all the three phases) shall be payable at the end of successful completion/ submission of deliverables as mentioned under 2nd Phase- Post-Monsoon and acceptance of the same by GM (Geomatics), CMPDI.
- iii) 35% of total cost of service (for all the three phases) shall be payable at the end of successful completion/ submission of deliverables as mentioned under 3rd Phase- March'25 and acceptance of the same by GM (Geomatics), CMPDI.

- a. 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.
- b. Amount payable/repayable for any subsequent change in the statutory tax and duties on Service contract will be made to/ from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.
- c. Paying authority: Paying authority is HOD/ GM (Finance), CMPDI (HQ), Ranchi,
- d. No interest shall be payable on the amounts withheld for any reason.

46. Liquidated Damage (LD): Liquidated damage shall be applicable as per GeM provisions.

47. Contract Agreement Document(s):

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 and GTC and Service Level Agreement (SLA) available at GEM portal under Drone as a service forms an integral part of this NIT and shall also form a part of the contract agreement.

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

49. Termination / Cancellation of Contract:

CMPDI shall, in addition to other remedial steps to be taken as provided in the contract, be entitled to terminate/cancel the contract in full or in part by notice in writing, if the contractor:

- a. In case of prolonged / frequent unsatisfactory service and continues to do so even after a notice in writing from CMPDI,
or
- b. 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 CMPDI,
or
- c. Obtains a contract with the company as a result of ring bidding or other non-bonafide methods of competitive bidding,
or
- d. Shall offer or give or agree to give any person in the service of CMPDI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act(s) of favour, in relation to obtaining or execution of this or any other contract for his company,
or

e. Transfers, sublets, assign the entire work or any portion thereof to any Firm/Individual/Teams is not permissible. In such case CMPDI may, cancel the whole contract or portion of it in default by giving a written notice.

The contract shall also stand terminated under any of the following circumstances:

- a. If the contractor, being an individual in case of proprietary concern or in 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 case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's 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 (twenty-one) days.
- d. On death of the contractor being a proprietary concern or of any of the partners in 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.

50. Guidelines of Banning Business:

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

- a. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
- b. The contracting entity may be banned in the following circumstances: -
 - i. If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii. If L-1 bidder fails to submit PSD and/or fails to execute the contract within stipulated period.
 - iii. If L-1 bidder fails to start the work on scheduled time.
 - iv. In case of failure to execute the work as per mutually agreed work schedule.
 - v. Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in bids keeping his present contract alive.
 - b. On termination of contract.
 - vi. Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii. Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii. The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix. Contractor fails to use Mobilization advance given to him for the purpose it was intended.
 - x. Contractor fails to renew the securities deposited to the department.

- xi. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
- xii. Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
- xiii. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
- c. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future bids from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
- d. The banning shall be for a minimum period of One year and shall be effective for the concerned Subsidiary for the bids invited at Subsidiary level. Similarly, in case of bids of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
- e. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in bids, the same will not be entertained during the currency of such banning.
- f. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

51. 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.

52. Settlement of Disputes:

It is incumbent upon the contractor to avoid litigation and disputes during the course of contract. 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 GM (Geomatics) 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 (Geomatics) CMPDIL, HQ for the contract of HQ. If difference still persist the dispute shall be referred to a committee constituted by the CMPDIL. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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. 05/0003/2019-FTS-10937 dtd. 14.12.2022".

54. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:

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, Procuring Entity i.e. CMPDIL, may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

55. 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.

56. List of Empaneled Agencies for PPK enabled Drone/UAV based Survey:

Sl.	Name of Empaneled Bidder	Name of Contact Person	Phone No.	Email id	Gem Seller ID
1	M/s Aarav Unmanned Systems Pvt. Ltd	Piyush Rana	9899855849	piyushrana@aus.co.in	UPAO200001915506
2	M/s Asteria Aerospace Limited	Ankit Mistry	8976362204	ankit.mistry@asteria.co.in	11DE200001188249
3	M/s Atgarc Drones Pvt. Ltd.	Ashish Yadav	9918730111	info@atgarc.com	N7M4210002382354
4	M/s Atom Aviation Services Private Ltd.	Ms. Divya Kumari	9654450079	divya@atomaviation.com	2AB0190000959086
5	M/s Dronix Technologies Private Ltd.	A Pragadish	9962458751	santhosh@aero360.co.in	9L0G210002089590
6	M/s Fligen Systems Pvt. Ltd.	Aditya Wadhokar	9146078078	aditya@fligensystems.com	WA8F210001943165
7	M/s Garuda Aerospace Pvt. Ltd.	Mr. Shyam Kumar	9962052572	shyamkumar@garudas aerospace.com	R7L0200001888696
8	M/s GeoVista Technologies Pvt. Ltd.	Mr. Alok Sharma	9948291029	alok.sharma@geovista.in	68ED180000399519
9	M/s Inoket Solutions Private Limited	Prithvi Raj	9902262987	prithvi@inoket.com	CRB6220006685490
10	M/s Kambill Systems Private Limited	Kamal Sharma	9811520477	kamal@kambillsystems.com	6B91180000402750
11	M/s Micro Plast	Sanjeev Dhiman	8860090057	s2dhiman@yahoo.co.in	01AB200001202609

Additional Terms and Conditions

1. One supervisor of service provider's end to be nominated for coordination with CMPDI.
2. The duty roaster shall be prepared by the service provider.
3. Attendance sheet shall be prepared by service provider and be communicated to CMPDI once in a week.
4. The service provider shall be responsible for arrangements of accommodation, local transport and requisite permissions.
5. Logbook of service including flight details, pilot details, GCPs coordinates used shall be maintained by service provider and to be submitted to CMPDI.
6. Data and other outputs as mentioned in the NIT to be handed over to the nodal officer of CMPDI after completion of each project/ block/ District
7. Payments to service provider shall be done after successful completion and acceptance of the submitted output. Payment will only be released after the deliverables are found satisfactory.
8. Service provider shall submit the bills to GM(Geomatics), CMPDI.
9. Services to start within five (5) days after the issue of Work order.

**General Manager (CMC), CMPDIL
Tender Inviting Authority**

Format of “Letter of Bid” (for Works & Services Tenders)

Letter of Bid

To,

The Tender Inviting Authority,

Central Mine Planning & Design Institute, Ranchi.

Sub. : Letter of Bid for the work “Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 of Sand Mining lease areas in 6 Districts of Rajasthan .”

Ref. : Tender Ref. No.: CMPDI/CMC/2024-25/12

GeM 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 5 (five) days from the submission of Performance Security or handing over the site or issue of work order or handing over the relevant document to the contractor, whichever is later. 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.

Date:

Signature of the Bidder with seal of the firm

/Digital Signature

ANNEXURE-II

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- _____

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

FORMAT OF UNDERTAKING

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

1. I/ We am/ are submitting Bid for the work.....against Tender ID.....and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/ Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi

OR

The details of relatives of Myself/Our Partners/ Directors working as employee of Central Mine Planning and Design Institute, Ltd, Ranchi is as follows:

- a. Name of the employee
- b. Place of Posting
- c. Department
- d. Designation
- e. Type of relation-Wife/Husband/ Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son's Wife / Daughter/Daughter's Husband/ Brother/Step Brother/Sister/Step-Sister.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. * I/ We hereby confirm that we have registration with PF 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 PF authorities, if applicable. We shall make necessary payments as required under law.
7. 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).
8. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

* I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to(in case of JV, name(s) of the JV Partner(s)).

9. 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.]

Date:

Signature of the bidder with seal of the firm
/Digital Signature

AGREEMENT FORM

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____
 was hereunto affixed in the presence of: _____
 Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

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 _____

FLEET REQUIREMENT

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/We will deploy the adequate number of DGCA Compliant PPK Drones/ UAVs with valid UIN numbers with suitable Sensors/Survey Instrument/ and accessories / equipment of required capacity, either owned or hired and key professional as per DGCA guidelines to ensure progress of work over the scheduled period of completion of work.

Date:

Signature of the Bidder with seal of the firm

/Digital Signature

Format of Certificate for Local Content

To,

The Tender Inviting Authority,

Central Mine Planning & Design Institute, Ranchi.

Sub. : Certificate for Local Content for the work “Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 of Sand Mining lease areas in 6 Districts of Rajasthan .”

Tender Ref. No.: **CMPDI/CMC/2024-25/10**

GeM Bid ID:

Dear Sir,

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

The items offered for the work “Acquisition of Data through PPK enabled Drone/UAV based Survey for generation of DTM and computation of volume of Sand Replenishment based on DTMs generated for Pre and post monsoon seasons and for March, 2025 of Sand Mining lease areas in 6 Districts of Rajasthan” have _____(percentage) local content in accordance with ‘Preference to MII Clause’

Signature of the Bidder with seal of the firm

/Digital Signature

Preference to Make in India
(vide Order No. Preference to make in India Order 2017 dated 30.09.2020)

No. DPE-7(4)/2017-Fin- (Part-I)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprise Bhawan
Block No. 14, CGO Complex
Lodhi Road, New Delhi- 110003

Date: September, 2020

30th

OFFICE MEMORANDUM

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

The undersigned is directed to forward a copy of revised Public Procurement (Preference to make in India) Order 2017 dated 16th September, 2020 issued by Department for Promotion of Industry & Internal Trade (DPIIT) succeeding the Orders dated 15.6.2017, 28.5.2018, 29.5.2019 and 04.06.2020 for information and compliance.

2. All Administrative Ministries/Departments are requested to ensure compliance of the above mentioned order by the CPSEs functioning under their administrative control.
3. This issues with the approval of competent authority.


(Amit Rastogi)
Director
Tel.24362061

Encl.: As above

To

- i) The Secretaries to the Administrative Ministries/Departments of CPSEs
- ii) Chief Executives of CPSEs

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

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

.... Contd. p/2

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

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

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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

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

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

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

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

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

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

3A. Purchase Preference

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

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
- iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
- v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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

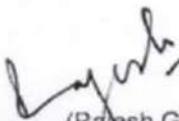
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in

UNDERTAKING FOR COMPLIANCE OF ONE BID PER BIDDER

I/We, _____, Proprietor / Partner / Legal Attorney / Authorized Representative of _____ (Name of bidder), submitting the Bid for the work of " _____" vide Bid Notice No. _____ Tender Reference No. _____, Dated _____, BID ID No. _____ solemnly declare that:

1. I / We do not have relationship with other bidder participating in this tender, directly or through common third parties that put us in a position to have access to information about or influence on the bid of another Bidder, and
2. I / We or any of our affiliate have not participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
3. ^{*} I / We declare that the following company(s) is/are our Subsidiary / Sister Concern / common business / Management in same / similar line of Business:
 - (a)<Name, Address, contact details>....
 - (b)<Name, Address, contact details>....
 - (c)<Name, Address, contact details>....

Signature with Seal

Note:

1. In case of a holding company having more than one Subsidiary / Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister / common business / management in same / similar line of Business.
2. In case of Proprietorship firm or Limited Company, this document is to be signed by Proprietor or authorized person by Limited Company respectively.
3. In case of Partnership firm/Joint Venture (JV)/Consortium, this document is to be signed by all the partners of the partnership firm/Joint Venture (JV)/Consortium.

PROFORMA OF LETTER OF ACCEPTANCE

To

Sub: Letter of Acceptance (LOA) for the work of

Ref: 1. Tender Notice No.:.....

Dear Sirs,

This is to inform that your Bid dated _____ for execution of the

(name of the contract and identification number, as given in the Instructions to bidders) for the contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

The time of completion for the work shall be as prescribed in the NIT.

You are further advised to furnish Performance Security deposit in the form as detailed in Clause No 42 of NIT for an amount of Rs..... within 21 days of issue of this letter of acceptance and sign the contract failing which actions as stated in NIT/Tender Document will be taken.

You are advised to contact General Manager (Geomatics), CMPDIL for detailed work order and execution of agreement.

You are also advised to return a copy of the letter of acceptance duly signed and sealed as a token of your acceptance within a week.

Yours faithfully,

Signature
Name and Title of Signatory

Format of Affidavit to deploy matching equipment

(To be filled by the Bidders)

Non-Judicial Stamp Paper of appropriate value

AFFIDAVIT

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

1. We are submitting Bid for the work..... against Bid Notice
No..... dated.....
2. We hereby confirm that we shall deploy matching equipment, PPK enabled UAV/Drone/ UAVs, Sensors and accessories etc. of required capacity/type as per NIT.

Signature of the Bidder.

(In case of joint venture, the LEGA shall be signed by all the members of JV)

Seal of Notary

(Not Applicable for this Tender)

FORMAT OF MEMORANDUM OF UNDERSTANDING WITH ASSOCIATE(S)

(Format for the MoU 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)

Memorandum of Understanding

Sub: Provision of services for acquiring data from UAV based sensors for various application in outsourcing mode as detailed in the NIT services in the _____ Project(s), _____ Coalfield of _____ District in the state of _____.

Ref: Detail E-Tender Notice No.

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 partners) have formed a Consortium for services for acquiring data from UAV based sensors for various application as detailed in the NIT in the _____ project, _____ Coalfield of _____ District in the state of _____ under option _____ and hereby undertake:

- 1.0 To conduct services for acquisition of data from UAV based sensors for various application as detailed in the NIT in project(s), _____ Coalfield of _____ District in the state of _____ under option _____ as per the period of association specified at para 5.0 of this MoU. (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 MoU. The periods of association/ dissociation are in accordance with Cl. No. 8.4 of Detailed E-Tender Notice.
- 2.0 That M/s (Bidder/ Associate or Consortium partners) * have the experience of undertaking field work for services for acquiring data from UAV based sensors for various application as detailed in the NIT as per Clause No 9.1 (A) and (B) of Detail E-Tender Notice whose details are given hereafter.

Name of Bidder/ Associate * (Consortium) partners:

Sl. No.	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				

(The Bidder as well as each Associate/ Consortium partner with experience of 'services for acquiring data from UAV based sensors for various application as detailed in the NIT')

- 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 role, tenure & % stake in association as given hereafter.

Sl. No.	Name of Bidder (LM) & Associate/ Consortium partners	Role of Bidder/ Associate/ Consortium partners (set up/ operation/ Financial Qualification(FQ)/ None)	Tenure of Association**
	M/s (Bidder/ LM)	Set up/ Operation* & FQ	Entire Contract Period
	M/s (Associate 1)	Setup/Operation/ None*	-----
	M/s (Associate 2)	Setup/Operation/ None*	-----
	M/s (Associate 3)	Setup/Operation/ None*	-----

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 partners) having collective experience towards services for acquiring data from UAV based sensors for various application as detailed in the NIT as per para 2.0 of this MOU. We hereby undertake that this MoU as per the provision of the Bid Document shall remain valid for the term of association as specified at para 4.0 of this MoU.

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

7.0 That the above 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): Witness (2):

Signature: Signature:

Name: Name:

Official address: Official address:

Date:

Place:

CONSENT TO ARBITRATION CLAUSE 53 OF NIT

(Applicable in case of Partnership firm)

We,.....(Name of Partners of Partnership Firm), partners of..... (Name of Partnership Firm) hereby consent to abide by the provisions of Clause 53 of NIT pertaining to arbitration.

(Name, Signature and Seal of Partners of Partnership Firm)

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 on 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 (Excluding GST) or the amount equivalent to Performance Bank Guarantee.

Section-5: Previous transgression.

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

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

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

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

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

Section-8: Independent External Monitor

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor 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)

(For and on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1: Witness 2:

(Name & Address) (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.

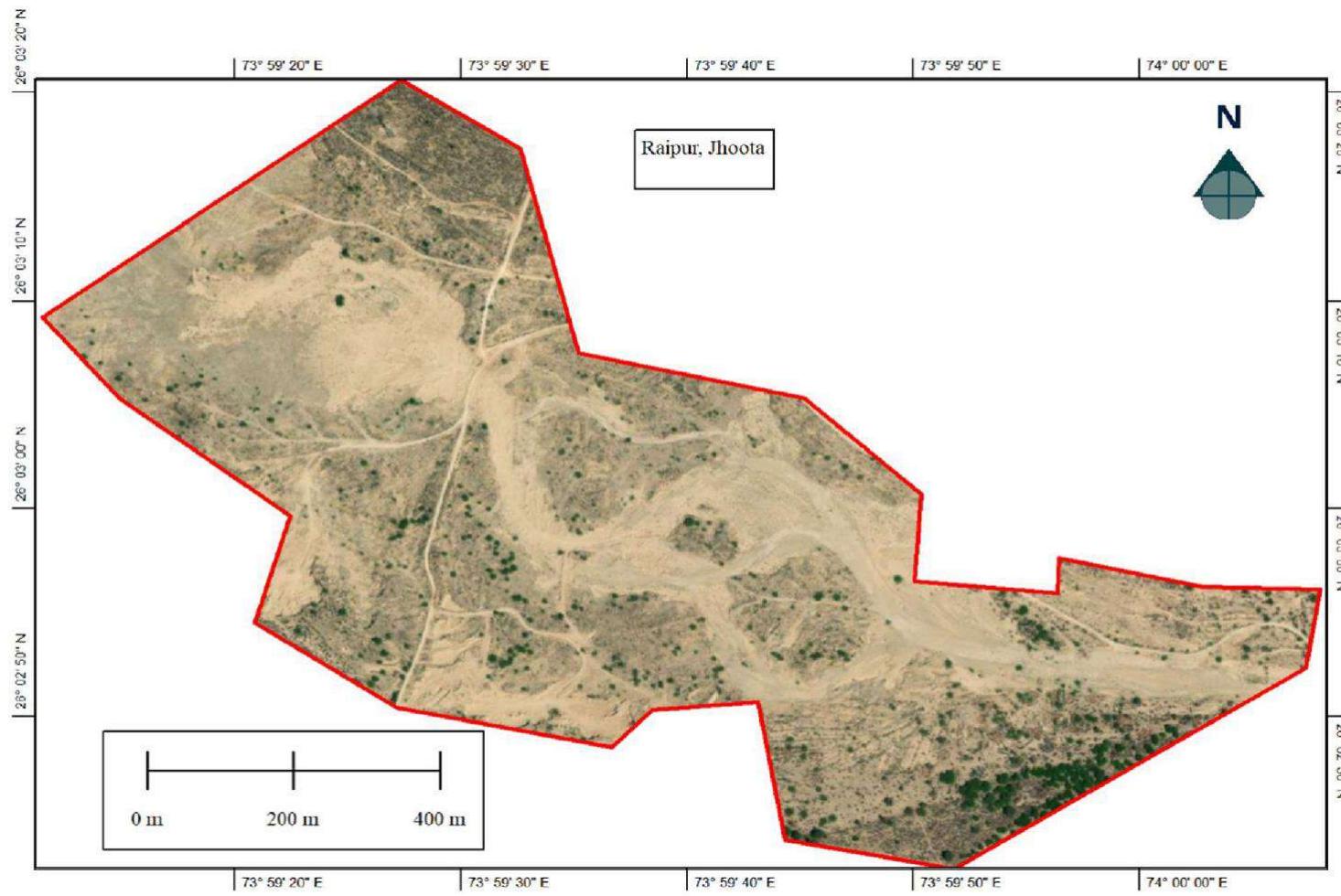


Plate -1

25° 33' 45" N 25° 35' 37.5" E 25° 37' 30" N 25° 39' 22.5" E 25° 41' 15" N 25° 43' 07.5" E

PLOT NO 4,5 & 11 VILLAGE BUSI
TEHSIL
PALI, RAJASTHAN



25° 43' 07.5" N 25° 41' 15" N 25° 39' 22.5" N 25° 37' 30" N 25° 35' 37.5" N 25° 33' 45" N

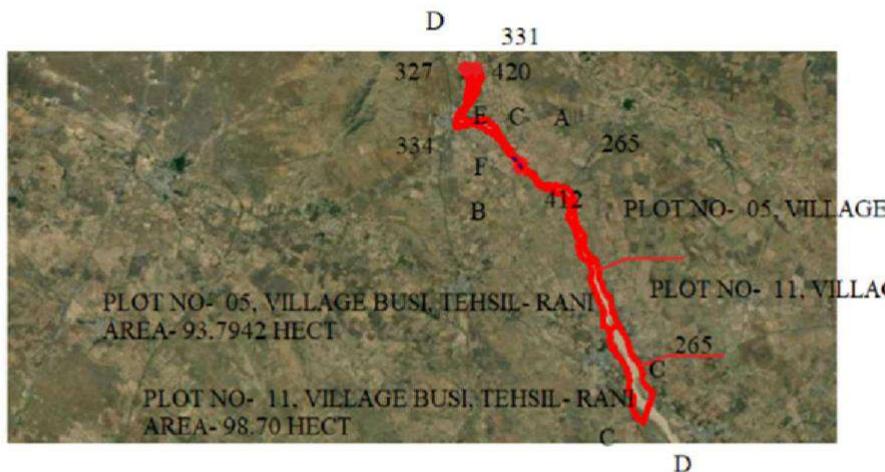


Plate 2

73° 16' 52.5" E 73° 18' 45" E 73° 20' 37.5" E 73° 22' 30" E 73° 24' 22.5" E 73° 26' 15" E 73° 28' 07.5" E 73° 30' 00" E

Plate-3

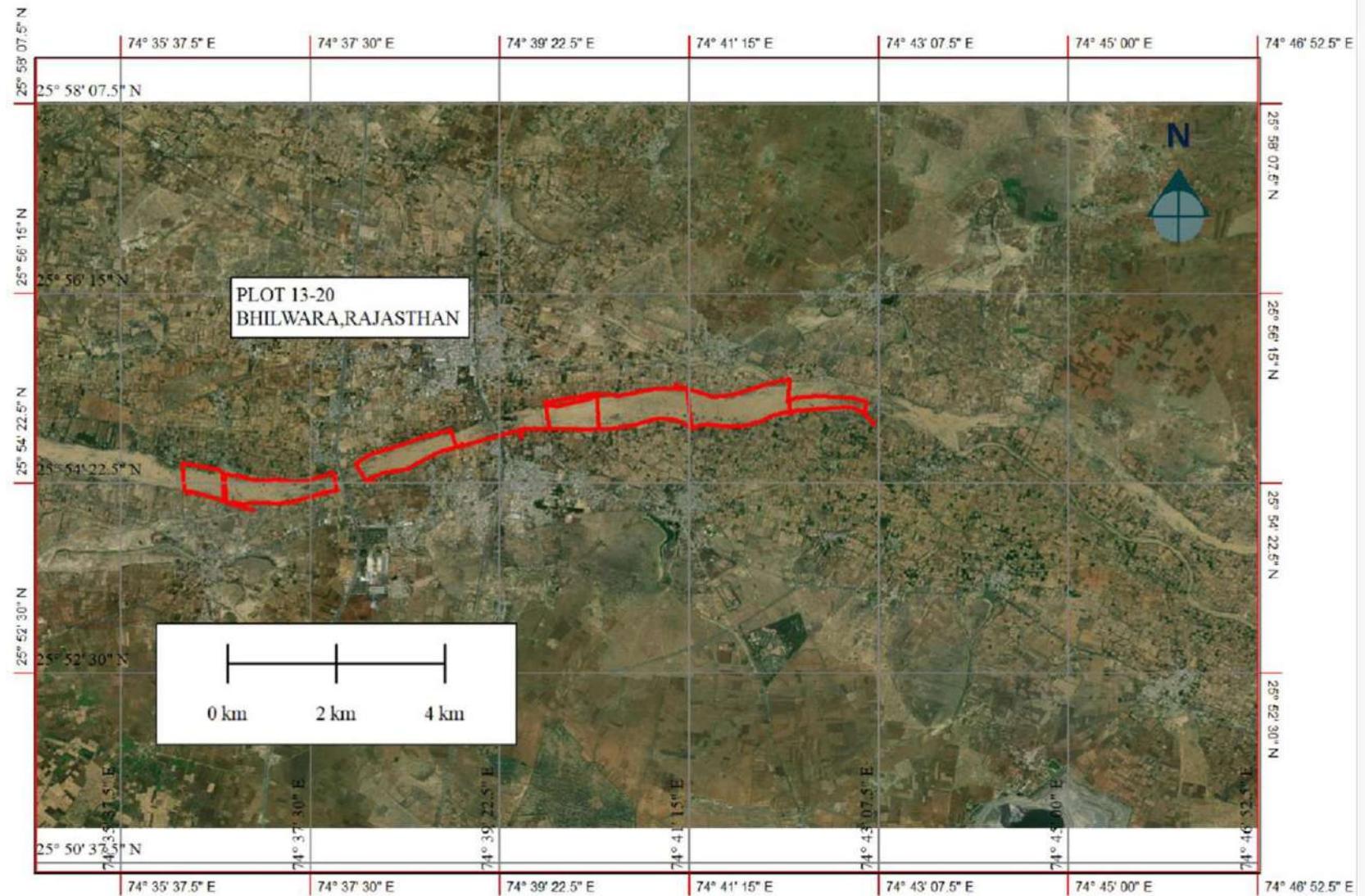
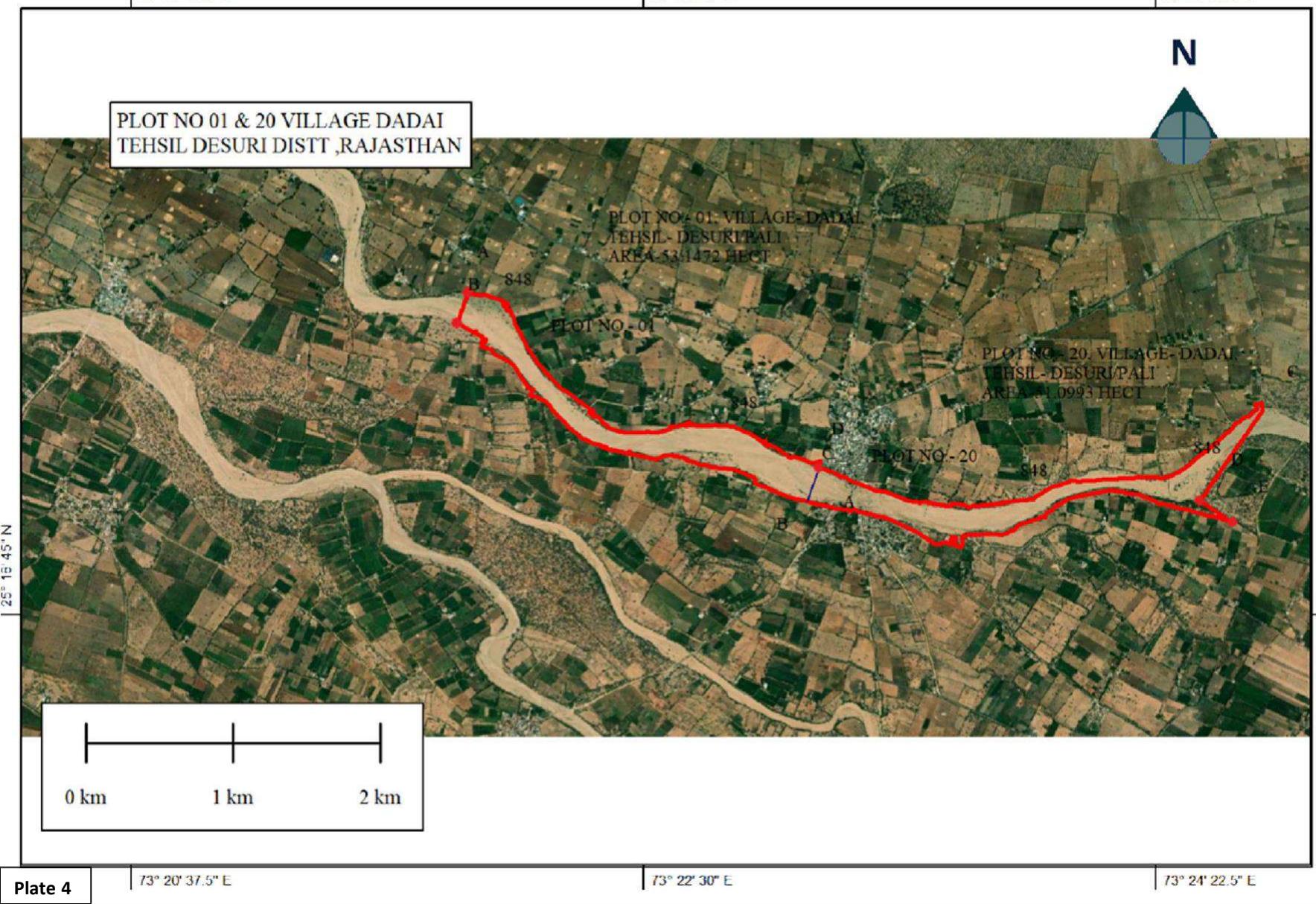


Plate 3

73° 20' 37.5" E

73° 22' 30" E

73° 24' 22.5" E



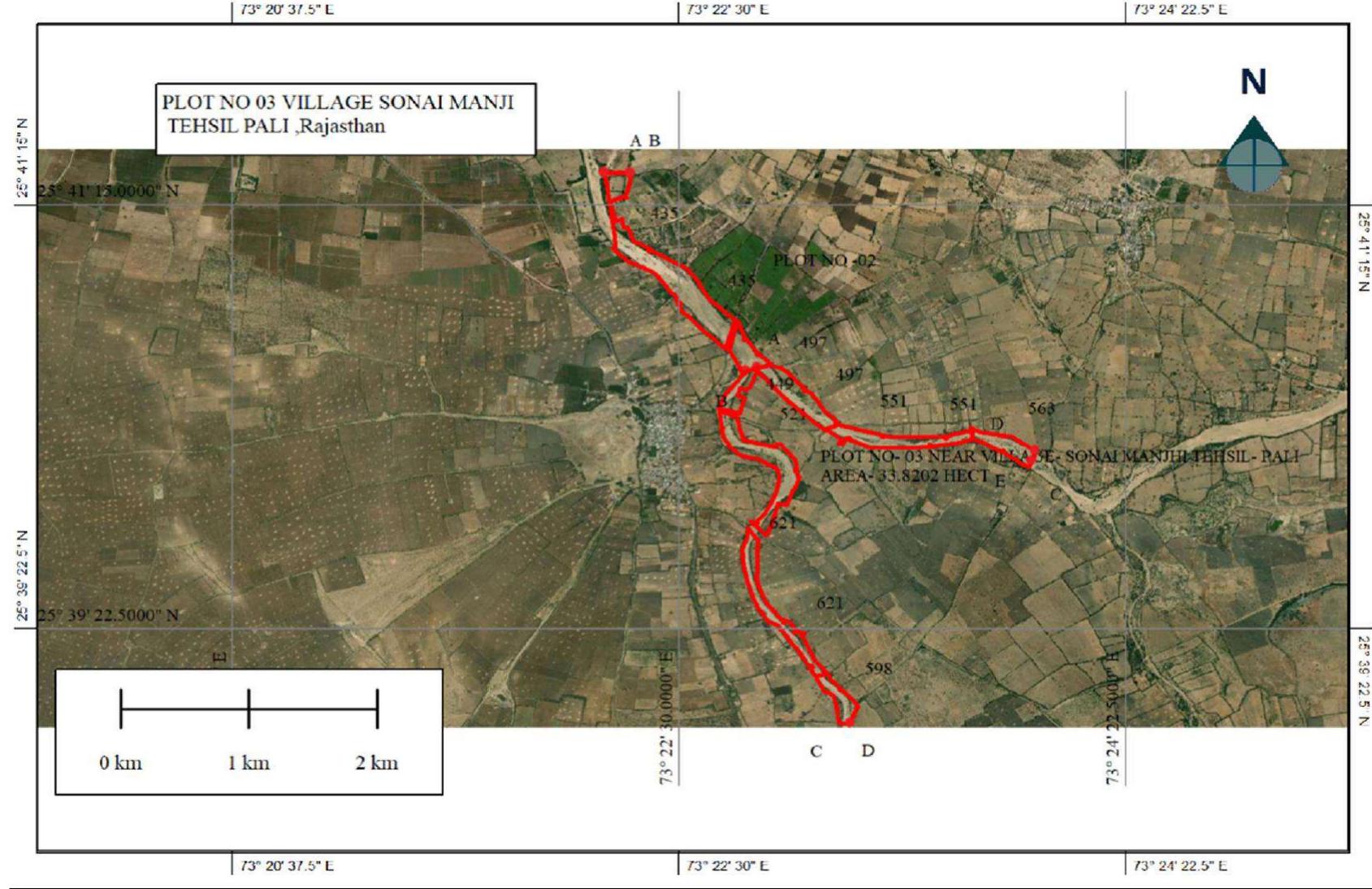


Plate 5

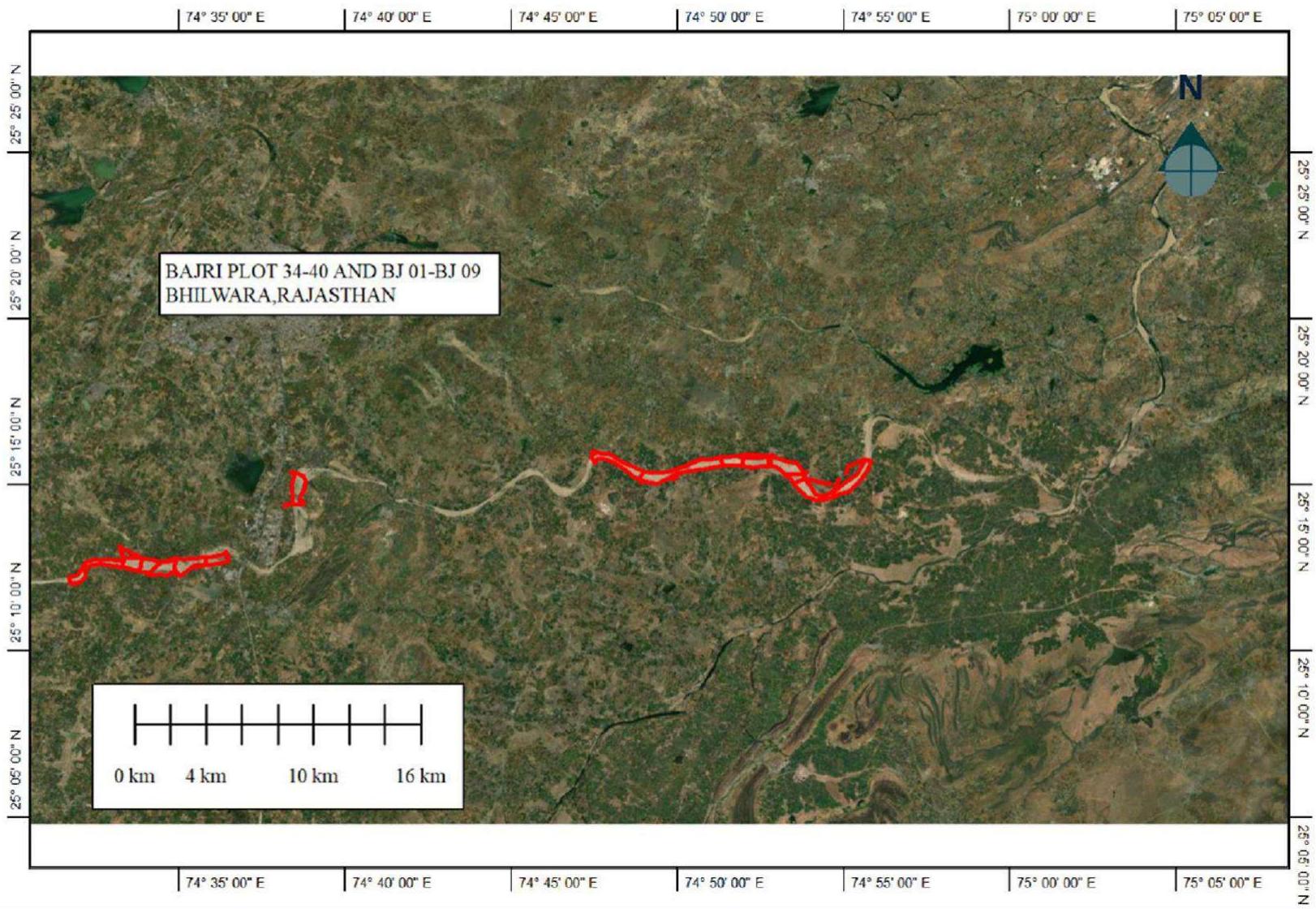


Plate 6

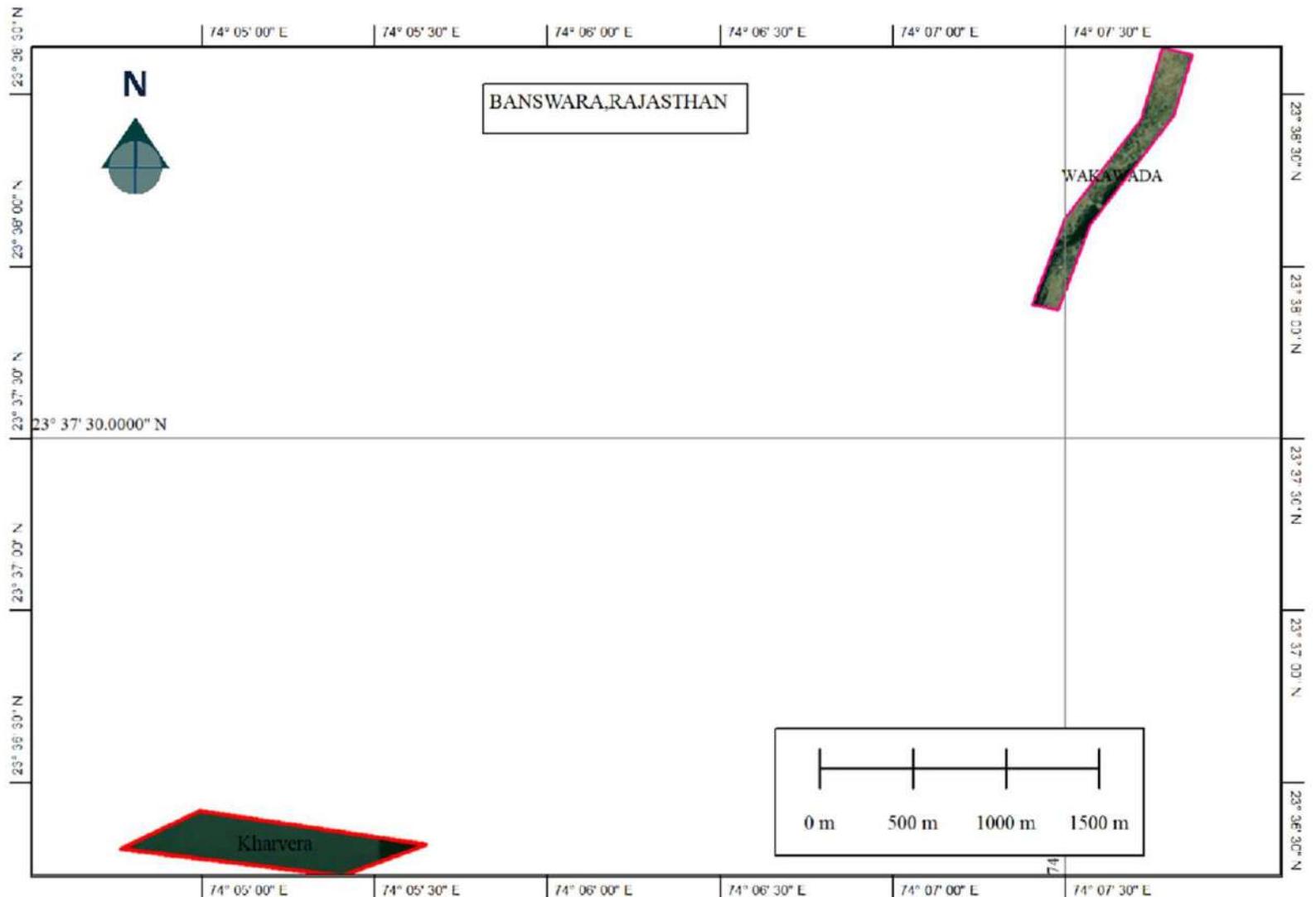


Plate 7

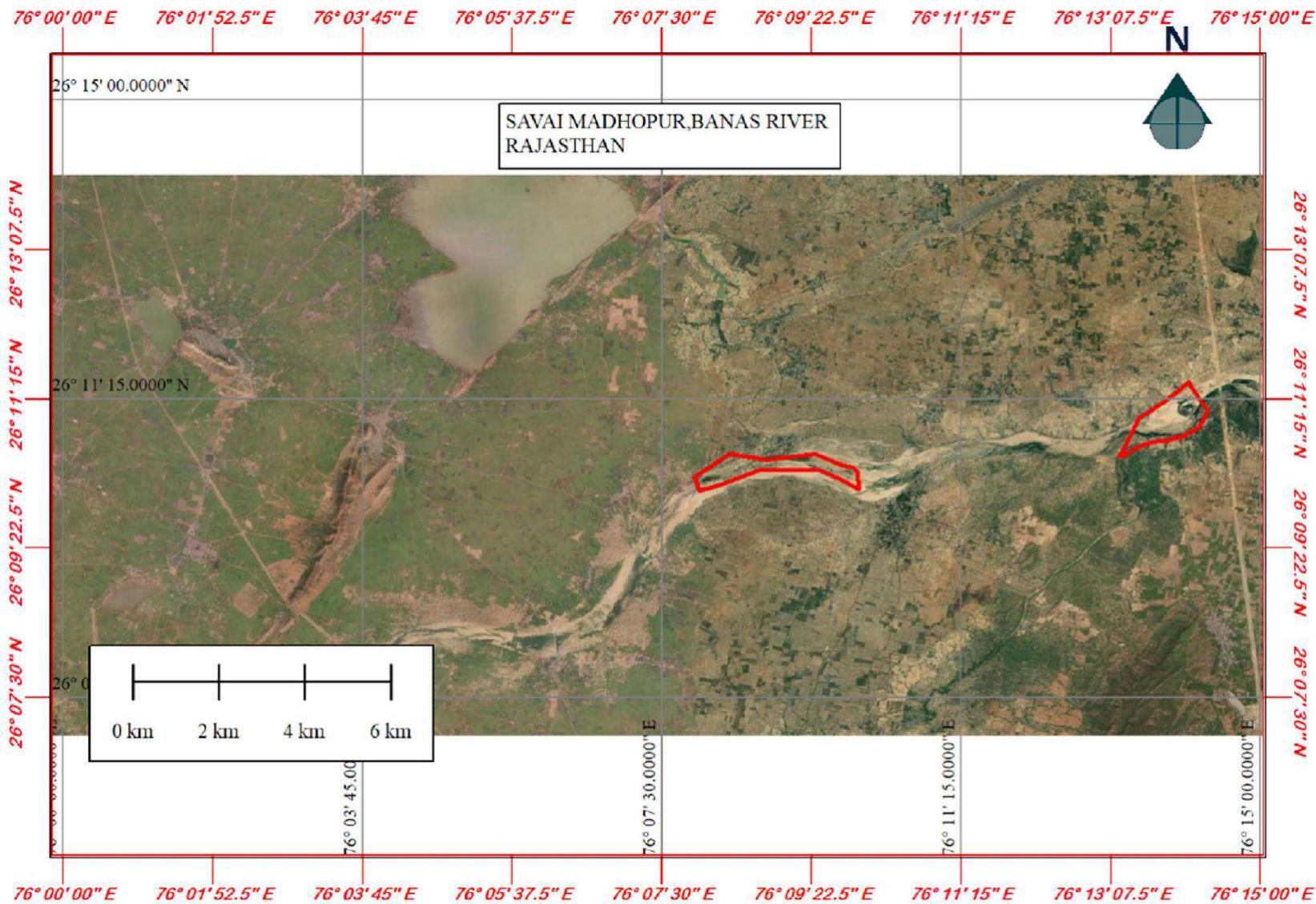


Plate 8

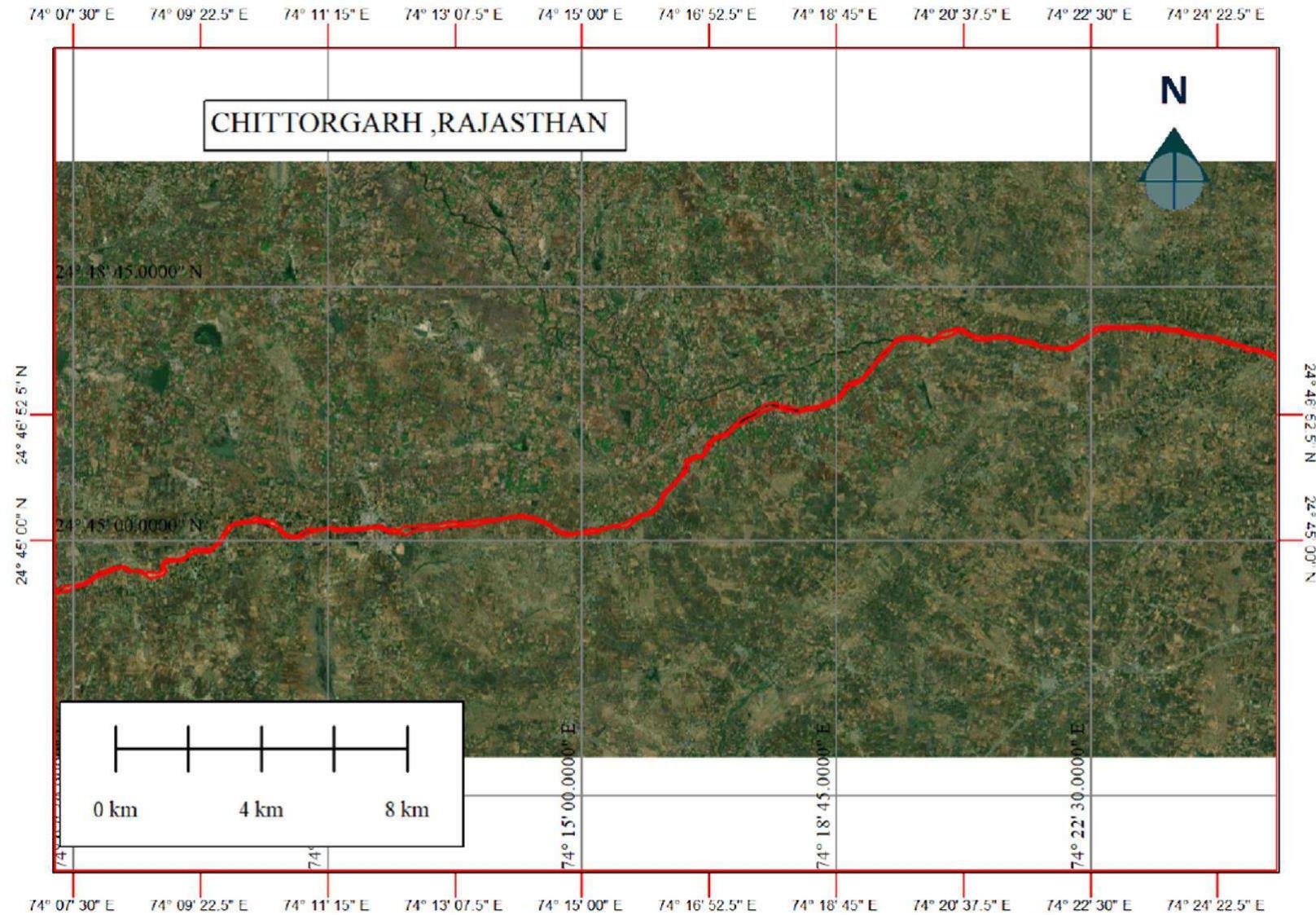


Plate -9

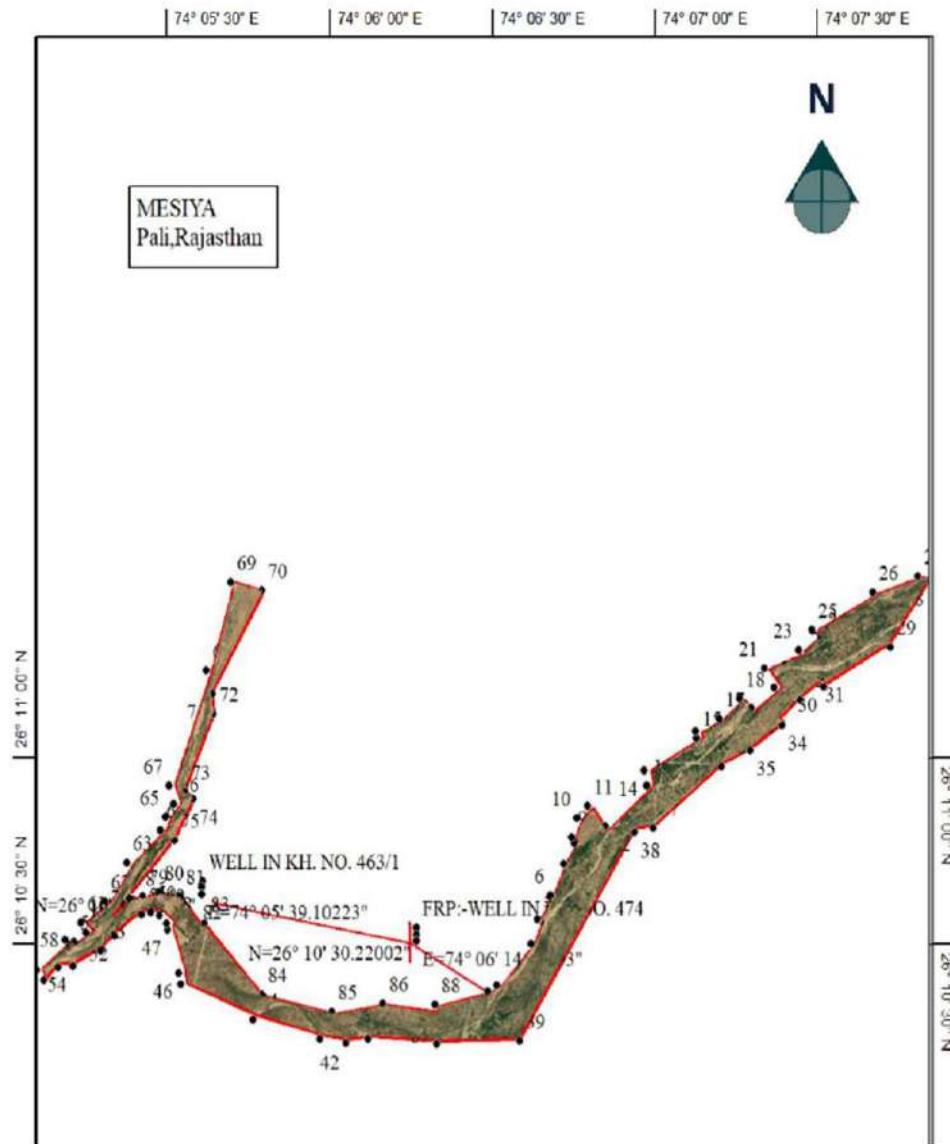
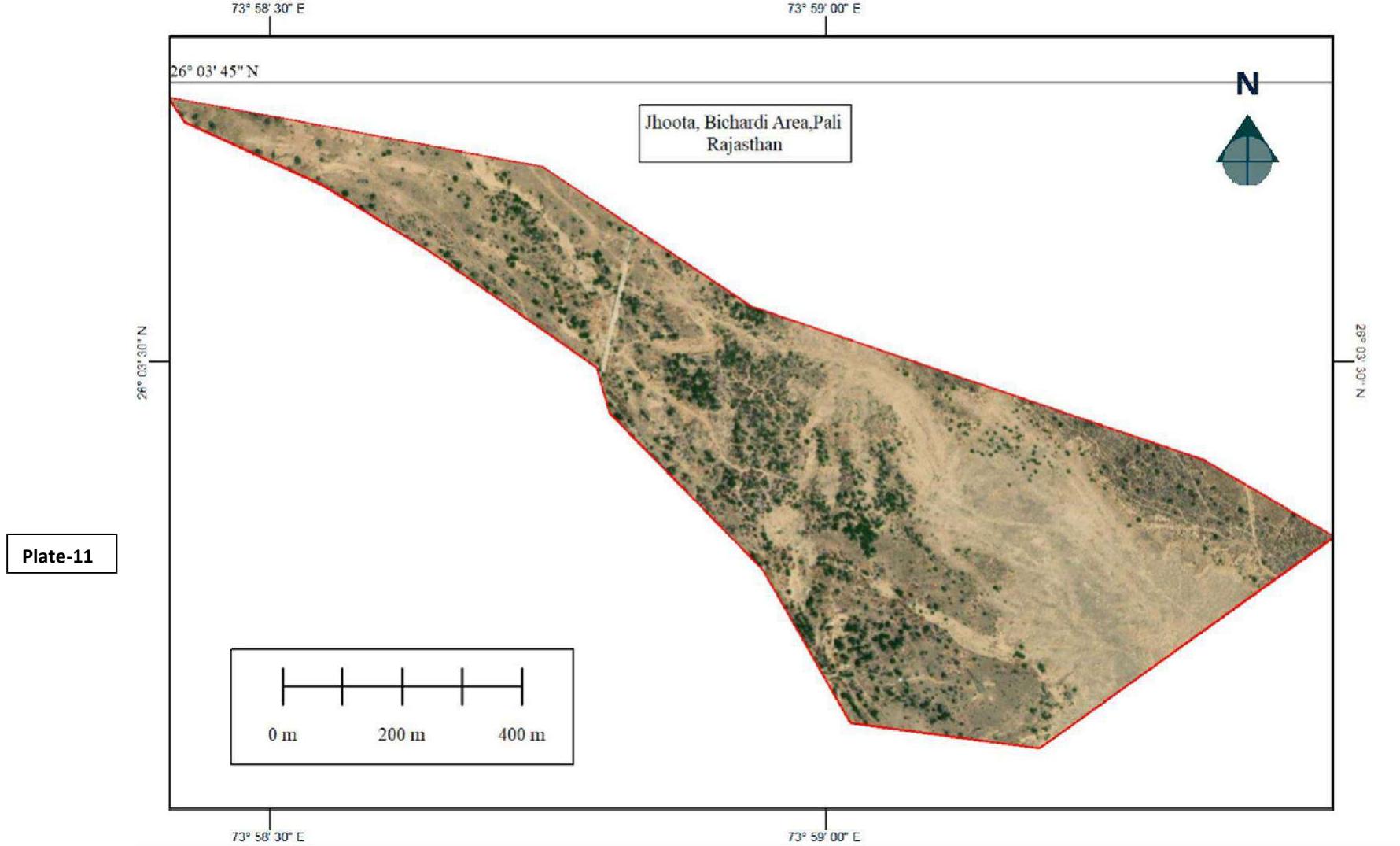


Plate 10



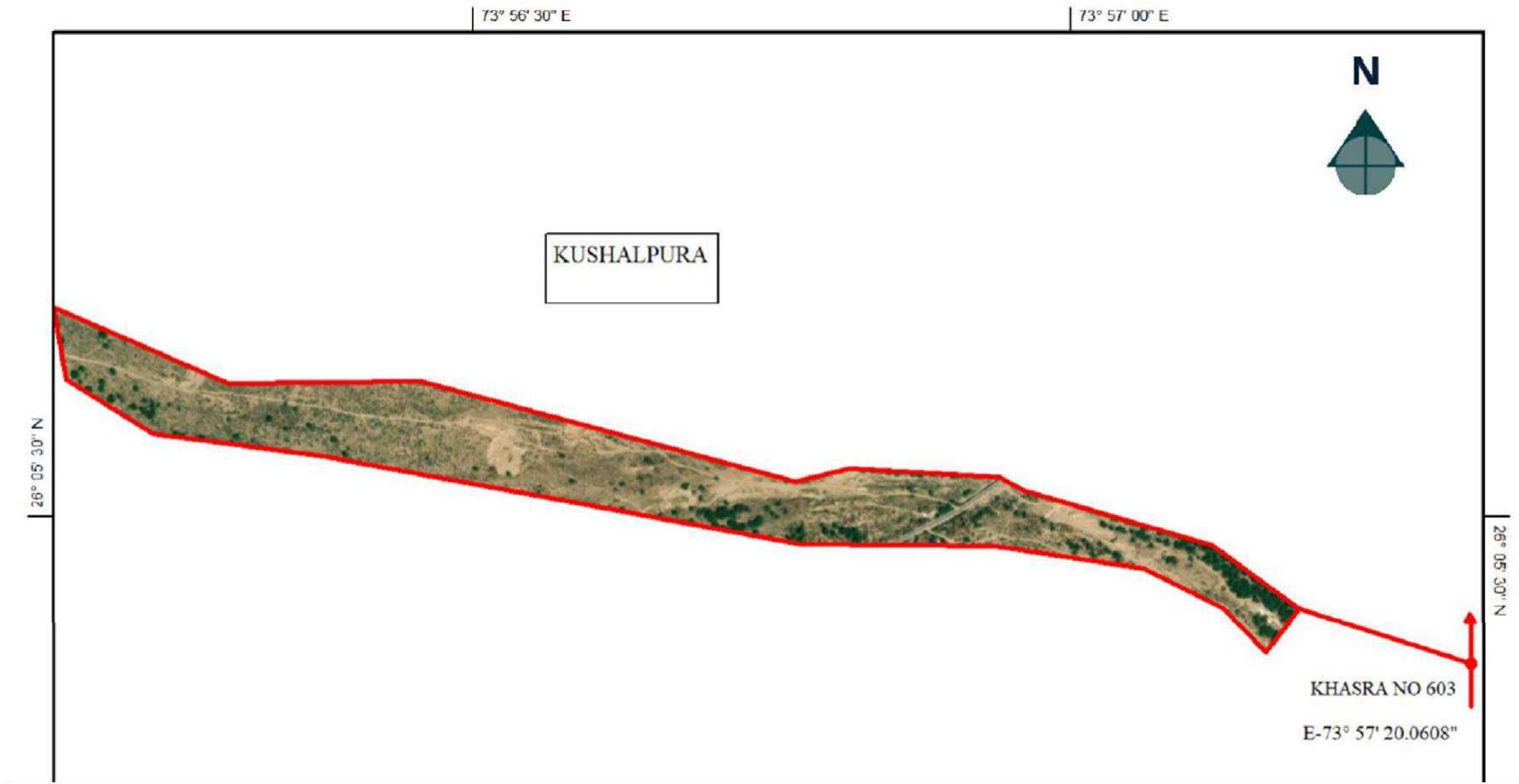
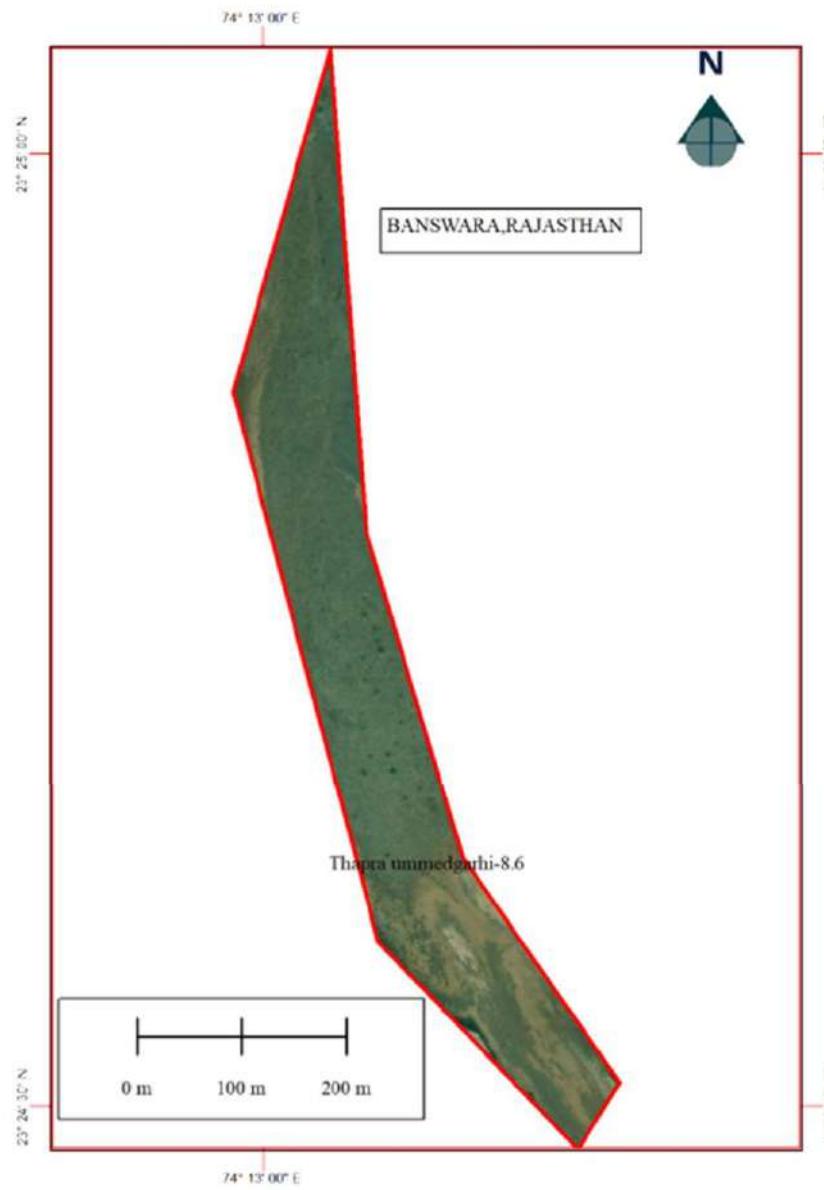


Plate 12

Plate-13



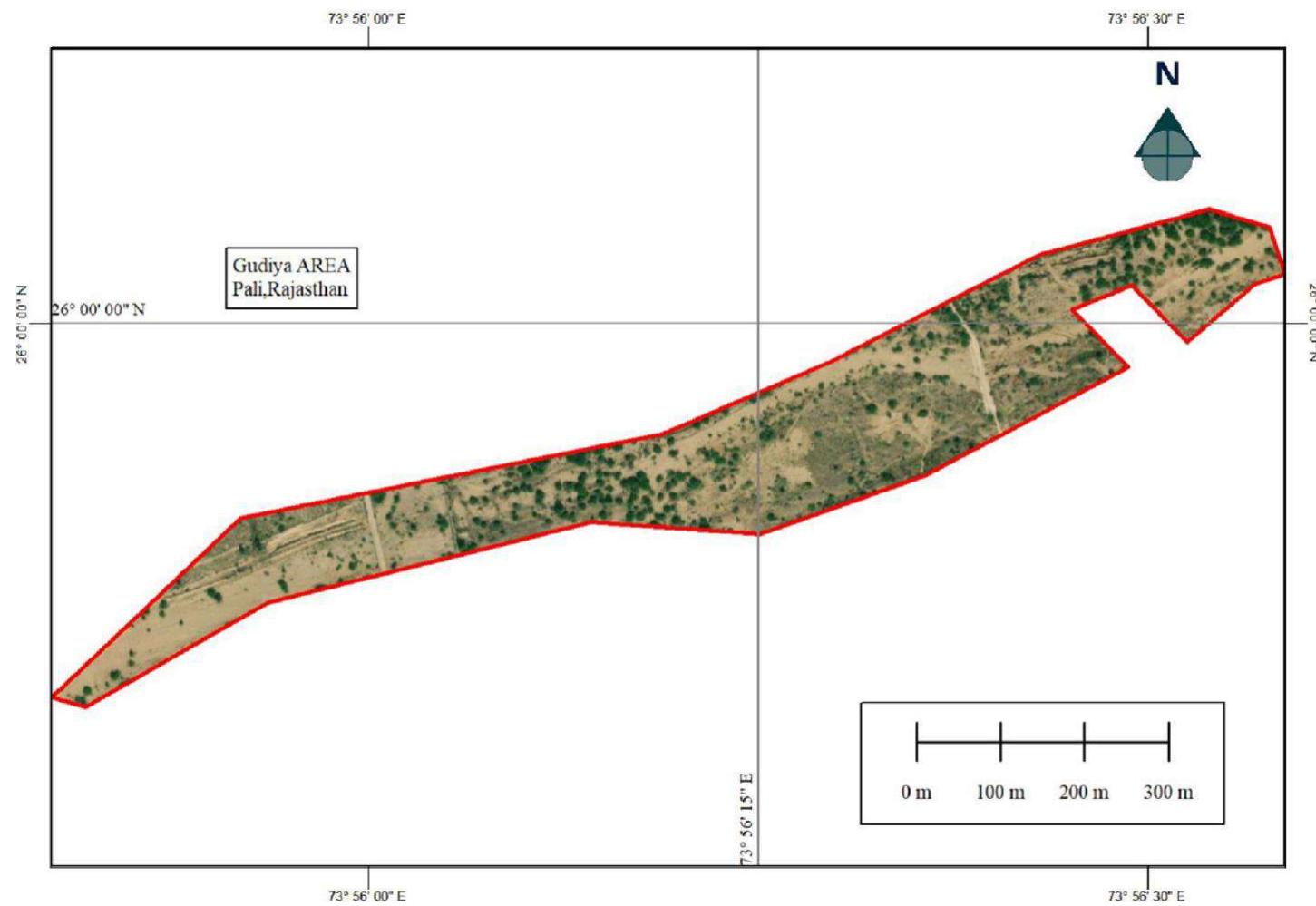


Plate 14

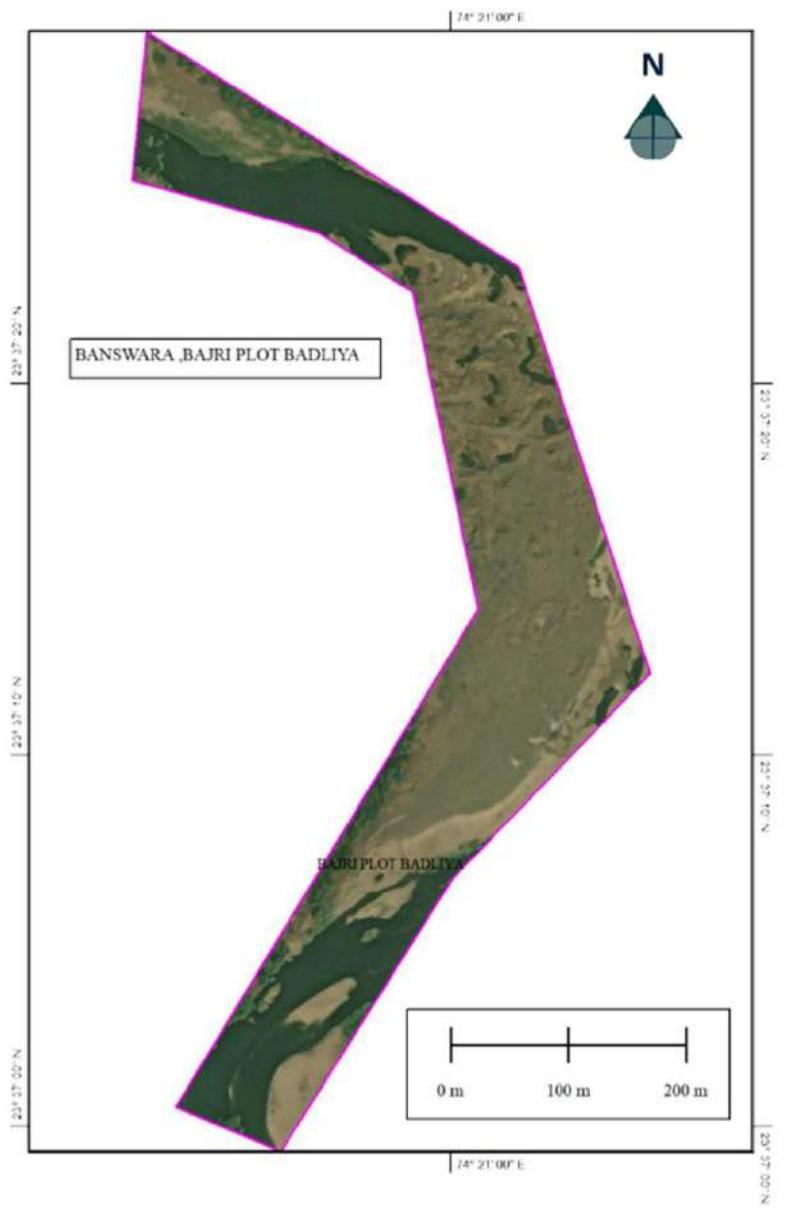
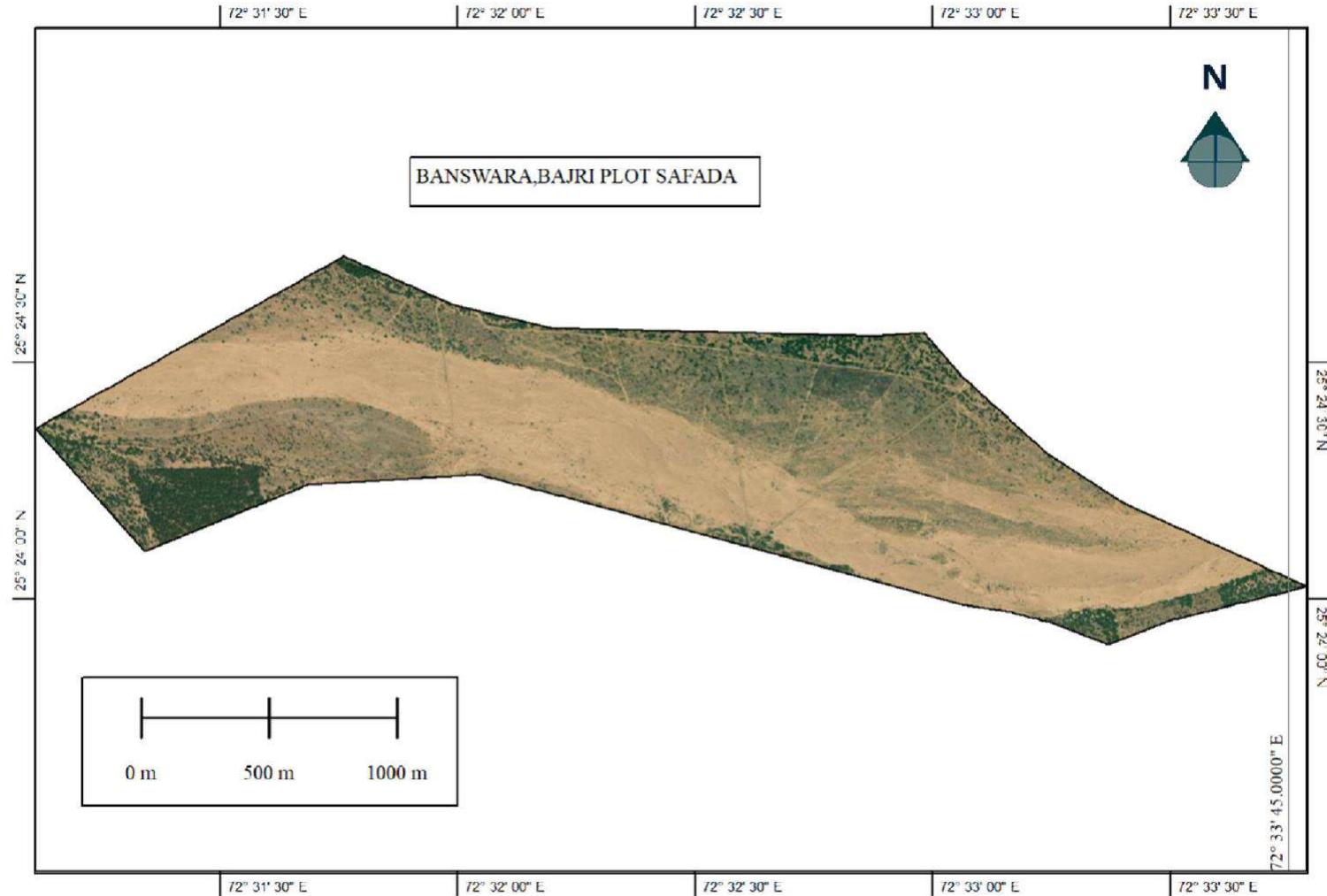


Plate 15

Plate 16



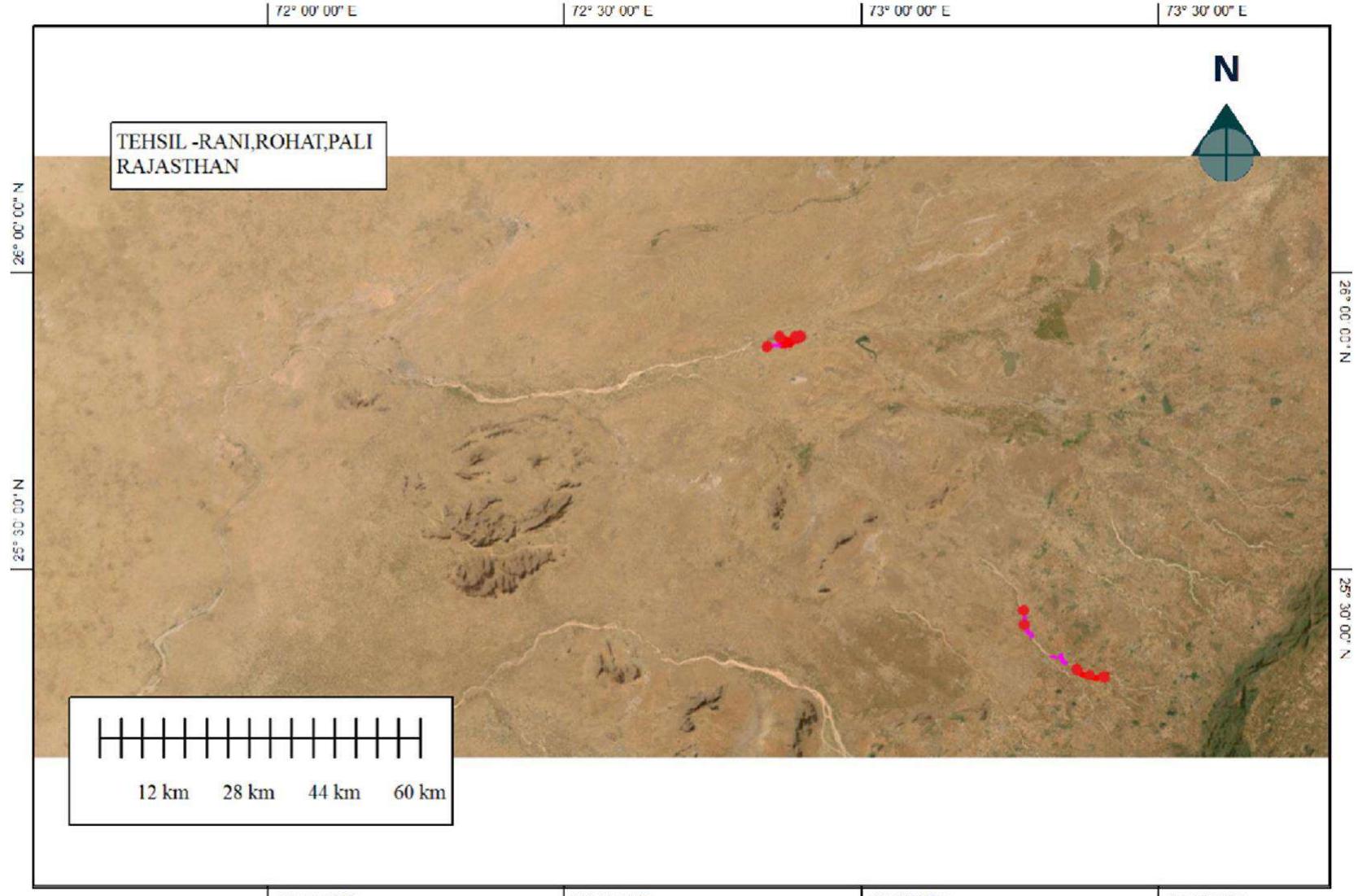


Plate -17