



<p>सेंट्रल कोल्फील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) (भारत सरकार का उपक्रम) असैनिक विभाग पंजीकृत कार्यालय : दरभंगा हाउस, राँची- झारखंड - 834029 वेबसाइट: http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 ईमेल : gmcivilcclranchi@gmail.com : gmcivil.ccl@coalindia.in</p>	  <small>भारत 2023</small> <small>कोल इंडिया</small> <small>ONE EARTH - ONE FAMILY - ONE FUTURE</small>	<p>CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) (Govt. of India Undertaking) Civil Engineering Department Reg. Office: Darbhanga House, Ranchi Jharkhand -834029, Website http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 E-mail: gmcivilcclranchi@gmail.com : gmcivil.ccl@coalindia.in</p>
No.:CCL/GM(C)/Tender/2025-26/734(H)		Date:20/03/2026

निविदा सूचना

Notice Inviting Tender No 04 of 2025-26

1. Limited Tender Enquiry is invited from five Railway's CPSEs i.e. M/s IPRCL, M/s RITES, M/s IRCON, M/s RVNL & M/s KRCL for the following work:

Description of work	Location	Estimated Cost of Work (Including GST)	EMD	Period of Completion (In Days)
Detailed Engineering & Project Management Consultancy (PMC) for the Construction of new line/Modification of existing rail lines at Kathara (W) Siding by Keeping Provisioning for Rapid Loading System for upcoming New Kathara Washery.	Kathara Area, CCL	₹ 59,91,23,212.10	NIL	540 days

- (ii) For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Mob. No. 9572889302.

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
GM(Civil)/HoD, 7004605049	Senior Manager (Civil), 9433031209

2. Time Schedule of Tender:



SN	Particulars	Date	Time
a.	Start date for downloading/collecting tender document	23.03.2026	18.50 Hours
b.	Last date for downloading/collecting tender document	09.04.2026	17.00 Hours
c.	Bid Submission start date	24.03.2026	10.00 Hours
d.	Bid submission end date	09.04.2026	17.00 Hours
e.	Date of Opening of Bids	10.04.2026	11.00 Hours

Sd/-

General Manager (Civil)/ HOD
CCL, Ranchi

वितरण :

1. तकनीकी निदेशक (ऑपरेशन), तकनीकी निदेशक (यो एवं परि), निदेशक (वित्त), निदेशक (कार्मिक), सीसीएल, रांची
2. अध्यक्ष सह प्रबंध निदेशक के तकनीकी सचिव, सीसीएल, रांची
3. महाप्रबंधक (यो एवं परि), सीसीएल, रांची
4. महाप्रबंधक कथारा क्षेत्र
5. महाप्रबंधक (सिस्टम), कॉर्पोरेट नोडल अधिकारी, सीसीएल, रांची
6. महाप्रबंधक (वित्त) (एफपीसी), सीसीएल, रांची
7. महाप्रबंधक (सी) / कल्याण एवम सेवाये, सीसीएल, रांची
8. सभी महाप्रबंधक (सिविल)
9. मुख्य सतर्कता अधिकारी के तकनीकी सचिव, सीसीएल, रांची
10. सभी स्टाफ ऑफिसर (सिविल)
11. मुख्य प्रबंधक (वित्त) यो एवं परि, सीसीएल, रांची
12. क्षेत्र वित्त प्रबंधक, अरगदा क्षेत्र
13. खान और भूविज्ञान सचिव, झारखंड सरकार, नेपाल हाउस, दोरंडा, रांची 834002
14. झारखंड वाणिज्य एवं उद्योग मंडल, चैंबर भवन, चैंबर पथ, मेन रोड, रांची 834001
15. नोटिस बोर्ड

<p>सेंट्रल कोल्फील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) (भारत सरकार का उपक्रम) असैनिक विभाग पंजीकृत कार्यालय : दरभंगा हाउस, राँची- झारखंड - 834029 वेबसाइट: http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 ईमेल : gmcivilcclranchi@gmail.com : gmcivil.ccl@coalindia.in</p>	  <small>भारत 2023</small> <small>भूमेक कुटुम्बक</small> <small>ONE EARTH - ONE FAMILY - ONE FUTURE</small>	<p>CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) (Govt. of India Undertaking) Civil Engineering Department Reg. Office: Darbhanga House, Ranchi Jharkhand -834029, Website http://www.centralcoalfields.in CIN No: U10200JH1956GOI000581 E-mail: gmcivilcclranchi@gmail.com : gmcivil.ccl@coalindia.in</p>
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The tender documents can be downloaded from the CCL website. The tender documents can also be collected during working hours from the office of GM(Civil)/IC, Civil Department, Alakhnanda Building, Darbhanga House, Ranchi – 834001.

2. Background:

Kathara is located in the Bokaro Coalfield of Central Coalfields Limited (CCL), Kathara Area. It is in Bokaro District of Jharkhand.

Kathara Railway Siding is existing Railway siding having provisioning of chute loading for existing Kathara Washery. Further, New Kathara Washery has been planned by CCL which is envisaged to produce 1.8 MTY of Washed Coking coal and 0.20 MTY of Washed power coal. Rapid loading system has been planned to be made by CCL for the New upcoming Kathara Washery for loading of Washed Coking coal and Washed power coal separately into Railway wagons at Kathara Railway Siding.

The serving station is Jarangdih station on Gomoh - Barkakana section of East Central Railway. The nearest railway station is Jarangdih located at a distance of 5.971 Km.

Detailed Project Report (DPR) & Engineering Scale Plan (ESP) for Construction of new line/modification of existing rail lines at Kathara (w) siding by keeping provisioning for rapid loading system for upcoming new Kathara washery was approved by East Central Railway vide letter no. PL / KATHARA / JAN / 05072022 dated: 28.10.2024 under FMC circular no. 11 of 2016.

Based on the above approved DPR and ESP, the Construction work of new line/modification of existing rail lines at Kathara (w) siding by keeping provisioning for rapid loading system for upcoming new Kathara washery is to be taken up through PMC.

The Salient features of the railway siding project is summarized as below:

S. No.	PARTICULARS	PARAMETERS
1.	Name of the Project	Construction of new line/modification of existing rail lines at Kathara (W) siding by keeping provisioning for Rapid Loading System for New Kathara Washery.
2.	Name of Client	Central Coalfields Limited
3.	Name of Zonal Railway	East Central Railway
4.	Name of the Division	Dhanbad Division
5.	Serving Station	Jarangdih Station on Gomoh – Barkakana Section
6.	Traffic to be Handled	Outward Coal
7.	Quantity of Outward Traffic (Coal)	1.8 MTY of Washed Coking coal and 0.20 MTY of Washed Power Coal
8.	No. of Trains per day for inward traffic	2-3 Rakes per day (Empty)
9.	No. of Coal Loading RLS	2 Nos
10.	Take-off Point for Existing Siding	Existing KM 37.145 F/Gomoh of Jarangdih Station
11.	Track Length of Proposed Construction of rail line	1.26 KM
12.	Maximum depth of cutting	0.765m
13.	Gauge	B.G.1676mm
14.	Speed potential	15 kmph
15.	Land	Existing siding is on CCL Land boundary.

16.	Steepest Gradient in existing Railway line approach of yard	1in 100
17.	Proposed Gradient in Yard Portion	1 in 1200
18.	Sharpest Curve	Radius 875.00 m (2 degree)
19.	Nos. of Turnouts	08
20.	No. of DS	02
21.	Minimum Track center	6.5M
22.	Sleeper density	1660-60KG PSC Sleepers per KM
23.	Ballast Cushion	300mm
24.	Rail Type	60Kg/ R-260 Grade Prime Rail
25.	No. of Bridges	NIL
26.	No. of Road crossing	NIL
27.	Basic cost of the Project	Rs. 47,25,13,279.00

3. Estimated Basic Project Cost (As per DPR): The Anticipated cost of the project has been worked out on the basis of prevalent cost of men & materials. The detail of cost estimate (Head wise) is as under.

Sl. No.	Type of works	Cost (In Rs)
1.	Civil Engineering	30,28,09,018.00
2.	Signal & Telecommunication	9,43,79,200.00
3.	Electrical Engineering (TRD)	1,22,98,810.00
4.	Electrical Engineering (General)	6,30,26,251.00
Total		47,25,13,279.00

4. Scope of work:- Project Management Consultant (PMC) will work for and on behalf of Central Coalfields Limited (CCL) of all the works entrusted in connection with rail infrastructure and allied Civil, OHE, S&T, General Electrification works etc. for this Railway Siding project of “**Detailed Engineering & Project Management Consultancy (PMC) for the construction of new line/modification of existing rail lines at Kathara (W) Siding by keeping provisioning for Rapid Loading System for upcoming New Kathara Washery.**”

Consultancy Services for Detail Engineering (DE) & Project Management Consultancy (PMC) of Civil Engineering works, Signaling & Telecommunication (S&T) works, Over Head Electrification (OHE) works and General Electrification (GE) works mainly include Survey, Planning, Soil Investigation, Design, Drawing, Co-ordination, Contract Management, Material Management, Execution & Supervision, Quality Control, Budgetary Control, Certification of Agency’s / Contractor’s bills, subsequent release of payments in favour of the Agencies / Contractors and Commissioning of the Railway Siding Project for and on behalf of CCL.

Detailed scope of works for various activities under Detailed Engineering (DE), Project Management Consultancy (PMC) Services & Commissioning will be as per **Annexure- III**.

Further following documents attached as Annexures shall form part of the tender document:

SN	Annexures	Description
1	Annexure-IV	Detailed Project Report
2	Annexure-V	ESP
6	Annexure-VI	Final Cost Estimate
7	Annexure-VII	Integrity Pact

5. **TIMELINE for BID Submission:** refer clause 02 above.

6. **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 costs of visiting the site shall be at the Bidder's own expense. It shall be deemed that the Bidder 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.

7. **ELIGIBILITY CRITERIA:** Bidding is applicable for five Railway's CPSEs i.e. M/s IPRCL, M/s RITES, M/s IRCON, M/s RVNL & M/s KRCL.

8. **BIDDING PROCESS:** The Bidder will submit their bid offline in a single closed envelope containing two envelopes as mentioned below, at the office of GM(Civil)/IC, Civil Department, Alakhnanda Building, Darbhanga House, Ranchi – 834001 as per provisions of Bid Document:

a) **One envelope would consist of filled Letter of Bid (Annexure I) along with signed copy of complete tender document & Power of attorney to the authorized signatory.**

b) **Second envelope would include the quoted Price Bid (Annexure II).**

Both these Envelopes would be sealed & placed inside a single closed Envelope. Quoted rate by bidder shall be in percentage (%) of the Basic Cost as per the enclosed format of the Price Bid provided with the Bid Document (Annexure-II). The bidder is required to submit the filled up Price bid on the letter head of the bidder signed by the Authorized signatory.

9. **BID VALIDITY:** Bid shall remain valid for a period not less than 120 days after deadline for bid submission. In exceptional circumstances, prior to expiry of the original time limit, the CCL may request that the Bidders may extend the period of validity for a specified additional period. The 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 the bid. Reasons for seeking extension of bid validity should be recorded by the Bid Inviting Authority.

10. **AWARD CRITERIA:** The bidder quoting the lowest total percent shall be declared as the L-1 bidder as per price bid. The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power.

Sd/-
General Manager (Civil)/ HOD
CCL, Ranchi

GENERAL TERMS & CONDITIONS:

- A.** The work is for Project Management Consultancy (PMC), in connection with the Construction/ up-gradation/ renovation as per approved DPR and PMC Consultant shall obtain the relevant acceptance/approval from Railways, which are mandatory for expeditious implementation of Projects for the entrusted works.
- B.** On award of work, a formal agreement shall be entered into between the two parties on work-to- work basis for setting out the detailed scope of work and methodology of working as per consultancy fees (indicated below), terms & conditions as may be considered mutually acceptable and necessary by CCL and PMC Consultant for successful execution of the works.
- C.** The Contractors (executing agencies) for various jobs will be engaged by PMC Consultant through open tender procedures by following the prevailing tender guidelines of PMC Consultant and execution cost of the works shall be payable to the contractors (executing agencies) after due checking and certification by PMC Consultant, directly for & on behalf of CCL.
- D.** PMC Consultant shall defend, indemnify and hold CCL from any and all claims, injuries, damages, losses or suits including legal costs, arising out of or resulting from the acts, errors or omissions of the PMC Consultant and agreements entered for this work.
- E.** The Projects may be entrusted by CCL to PMC Consultant with activity wise timeline as per the “Guidelines of CIL for award of work of Rail Infrastructure” with the following fee structures:
 - 1. Stage-III: Maximum allowable Consultancy fees on Project Management Consultancy (Execution of Work/ Services) is 5.75% (Five Point Seven Five Percent) of Construction value.**

Table 4: Deliverables and Consultancy Fee Break up for Stage-III

SN	Deliverables	Consultancy Fees on PMC of Construction value.
A. Project Management Consultancy- (Execution of Work/Services of Construction)		
i.	Detailed Engineering and Tender Documents consisting of detailing & design of bridges, curves, followed by Geo-Technical investigation.	10% of Quoted consultancy fee
ii.	Calling of Tenders, Evaluation and award of contract.	10% of Quoted consultancy fee
iii.	Project Supervision including certification of bill and quality control, monitoring of contract.	70% of Quoted consultancy fee
iv.	On completion of work including	10% of Quoted consultancy fee

S. No.	Deliverables	Consultancy Fees on PMC of Construction value.
	obtaining track fitness certificate, EIG approval, commercial notification and any other approval required from railways for final commissioning of the Project. Closing of Construction Contracts.	

Note No. 1: Any other element in deliverable that deemed fit may be added/deleted by CCL.

Note No. 2: GST (Goods and Service Tax / Cess, if any), as applicable during the currency of the contract shall be payable extra in addition to the above consultancy fees / cost of works by CCL.

Note No. 3: Consultancy fee bills shall be submitted by PMC Consultant to CCL on quarterly basis along with a Statement showing progress of Project, both in physical and financial terms as per the originally agreed work plan.

2. Responsibility Matrix

The Description of "Responsibility" viz a viz "Whose Responsibility" and Clarification thereof, is shown in "remarks" column as below:

SN	Job Responsibility	By Whom	Remarks
i.	Completion of Detailed design and drawing for all civil works, rail tracks structures etc. and obtaining approval as applicable.	PMC Consultant	ESP/GAD and other drawing, if required by Railway or any statutory authorities will be signed by Nominated / Designated Officer of CCL.
ii.	Submission of detailed specification, BoQ and cost estimate for all works.	PMC Consultant	Cost estimate to be prepared based on current DSR/prevalent SOR of PMC Consultant / USSOR of railway rates / market rate analysis in case of non-scheduled items with suitable remark about justification of rate.
iii.	Preparation of detailed tender document including NIT / e-Tender.	PMC Consultant	

SN	Job Responsibility	By Whom	Remarks
iv.	Approval of Sl. No. 1, 2 & 3.	PMC Consultant	Under intimation to CCL.
v.	Notification of NIT in Newspapers / e-tender.	PMC Consultant	
vi.	Receipt of Tenders / e- tenders.	PMC Consultant	
vii.	Evaluation including preparation of Briefing notes.	PMC Consultant	
viii.	TC recommendation	PMC Consultant	
ix.	Acceptance / Approval of tender evaluation statement & Recommendation.	PMC Consultant	
x.	Preparation of draft LOI/LOA on contractor.	PMC Consultant	
xi.	Placement of LOI on contractor.	PMC Consultant	
xii.	Preparation of Draft Agreement.	PMC Consultant	
xiii.	Issuance of Form 3 etc. for applying Labour License.	CCL	
xiv.	Signing of Agreement with Contractor.	PMC Consultant	
xv.	Project supervision and quality control monitoring of contract, Certification of bill.	PMC Consultant	
xvi.	Acceptance of Bill & Payment to contractors.	PMC Consultant	PMC Consultant will pay the bill to contractor after duly checked and certified and a copy of the same to be submitted to CCL with utilization certificate.
xvii.	On completion of work including obtaining track fitness certificate, EIG approval, commercial notification and any other approval required from railways for final commissioning of the Project.	PMC Consultant	
xviii	Closing of Contract	PMC Consultant	PMC Consultant will initiate proposal for closure of contract with all relevant documents and submit the proposal for CCL.

SN	Job Responsibility	By Whom	Remarks
xix	Arbitration, dispute, if any with the contractors	PMC Consultant	

5. Time Schedule:

The project shall be completed within a period of 18 (Eighteen) months from the date of issuance of work order. The description of activity wise timeline is mentioned below:

S. No.	Activity	Maximum Timeline
Stage-III		
1.	<ul style="list-style-type: none"> ▪ Detailed Engineering and Tender Documents consisting of detailing & design of bridges, curves, followed by Geo-Technical investigation. ▪ Calling of Tenders, Evaluation and award of contract. 	3 Months
2.	<ul style="list-style-type: none"> ▪ Completion of all Construction Works (Including Civil/P-Way/OHE/S&T) ▪ Project Supervision including certification of bill and quality control, monitoring of contract. 	12 Months
3.	<ul style="list-style-type: none"> ▪ On completion of work including obtaining track fitness certificate, EIG approval, commercial notification and any other approval required from railways for final commissioning of the Project. ▪ Closing of Construction contracts. 	3 Months

6. Compensation for Delay:

6.1 There will be a Liquidated Damage clause in case of delay on the part of PMC Consultant.

6.2 CCL shall recover liquidated damages from PMC Consultant at a rate of a sum equal to 0.5% of Consultancy Fee for the part of work of each stage so delayed per week of delay or part thereof. The total liability to PMC Consultant under this clause shall be subjected to maximum of 10% of the Consultancy Fee.

6.3 The reasons for delay to be recorded on occurrence and jointly signed in a "Hindrance

Register". The decision of Nominated/Designated Officer of CCL on the hindrances so recorded shall be final and binding on the both the parties.

- 6.4** However, if PMC Consultant deducts penalty or damages from the contractor more than penalty or damages payable to CCL under this clause, the extra deduction made from the contractor on this account of penalty or damages is to be reimbursed to CCL.

7. FORCE MAJEURE:

- 7.1** "Force Majeure" means an event beyond the control of PMC Consultant and not involving the PMC Consultant fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government of India/State Government including change of law, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, natural calamities.
- 7.2** The Party shall not be liable for liquidated damages or termination for default, if and to the extent that its delays in performance or other failure to perform its obligations is the result of an event of Force Majeure.

8. FUND REGULATION:

- 8.1** CCL will release an imprest amount of 20% (Twenty percent) in a Project specific Corporate Liquid Term Deposit (CLTD) Bank Account of any scheduled Bank, of the contract award value against submission of Indemnity Bond of appropriate amount, to discharge the expenditure towards carrying out the works of the Project by the contractors/sub- contractors/vendors engaged by PMC Consultant for and on behalf of CCL for the Projects and interest accrued thereof to such funds in the Specified CLTD Bank Account shall be credited to CCL and get adjusted proportionately as herein after provided. The interest accrued shall be credited on quarterly basis to the account of CCL and a statement with amount and details of Project shall be submitted for the accounting purpose. PMC Consultant's PMC fees shall also be adjusted from the imprest advance.
- 8.2** The expenditure incurred thereafter towards carrying out the works of the Project shall be adjusted from the initial imprest. When 80% of the initial imprest is utilized, PMC Consultant shall submit the utilization certificate. On acceptance of the utilization certificate by Nominated/Designated Officer of CCL, further imprest as per utilization certificate will be paid/ released to PMC Consultant to make the total imprest 20% of the contract award value. This procedure of release of fund shall be repeated whenever 80% of the total advance paid to PMC Consultant is utilized and utilization certificate submitted by PMC Consultant and accepted by Nominated/Designated Officer of CCL, till the approved contract value is reached. The utilization certificates should be supported by authenticated documents including statement of priced quantities executed and payments made to the various Suppliers/ Parties including contractors/sub-contractors/ agencies/ vendors engaged by PMC Consultant for the Project.
- 8.3** The release of Payment should commensurate with the actual physical progress as per the Bill of Quantity (BoQ) mutually accepted. A payment Schedule covering entire construction period may be prepared for this purpose.
- 8.4** PMC Consultant shall submit quarterly expenditure report showing the details of expenditure as per payments made to the contractors/sub- contractors/ agencies/ vendors from advances received from CCL.

8.5 On the completion of Project, PMC Consultant shall submit final expenditure statement showing the details of final payment made to the contractors/sub-contractors/ agencies/ vendors engaged by PMC Consultant for the Project and supported by authenticated documents i.e. copy of final bill etc.

8.6 PMC Consultant will be responsible for audit observation, CTE observation, Contractor's Claim and Settlement of disputes, if any.

9. Project Documentation:

A "Site Order Book" shall be maintained for all Projects. The "Site Order Book" shall be centralized repository of all discussions, instructions, decisions and actions taken during the execution of the Project. All minutes of meeting including discussions and decisions including any change in the scope of Project, any deficiencies or defect found, site instructions related to safety, quality and environmental management should be recorded in site order book by PMC Consultant. The actions taken should also be recorded by PMC Consultant.

10. Quality Assurance:

PMC Consultant shall implement a "Quality Management System", which should outline the procedures and processes to be followed to ensure that the Project meets the required quality standards. A qualified "Quality Inspection Engineer" shall be deployed to ensure that the construction works are being done or meeting the requisite quality standards as prescribed by Railways and quality tests shall be conducted through accredited testing agencies such as IITs, NITs, CSIR Labs etc.

11. Code of Integrity for Public Procurement (CIPP):

Integrity pact shall be signed by PMC Consultant at the time of signing of agreement. (Copy enclosed in **Annexure VII**)

12. Progress Review:

PMC Consultant Shall furnish within 30 days from the date of issue of Letter of Award by CCL, a monthly progress report to Nominated/Designated Officer of CCL in the form of Bar Chart /PERT Network identifying various milestones w.r.t completion schedule, to the CCL by 7th day of every month for the monthly review at CCL level.

Drone-based surveys to be done on quarterly basis to capture physical progress of work and site hindrances, if any and submitted to CCL.

13. Project Risk Management:

Project risk management framework to be implemented for Project specified risks towards identification, analysis, prioritization, responses, monitoring and control over the life cycle of the Project. A "Risk Register" with risk matrix to be maintained by PMC Consultant for proper mitigation of risks towards meeting the Project's timeline/schedule, physical progress and financial aspects of the Project. PMC Consultant shall submit the potential risks associated with the Project with its impact on Project's timeline and mitigation plan to CCL on quarterly basis.

14. Taxes and Duties:

- 14.1** PMC Consultant will ensure that all taxes & levies (including GST, surcharge and Cess there on as applicable) and surcharge on taxes, duties & levies, insurance charges, license fees etc., including statutory variations during the currency of the contract applicable on transactions between PMC Consultant and contractors appointed by PMC Consultant, if any, shall be payable directly by PMC Consultant or Contractors appointed by PMC Consultant and CCL will not have any liability what so ever on this account.
- 14.2** In case of contract execution works, associated / enabling works etc. the Contractor will raise the bill(s) to PMC Consultant as per the tender terms. On passing the contractors bill, PMC Consultant shall raise the Tax invoice (GST invoice) to CCL for the basic amount of the bill and GST thereon with GSTIN of CCL. This shall be entitled for GST Input Tax Credit (ITC) availing by CCL. Also, PMC Consultant shall charge its PMC fees on the basic amount and charge GST on it which is also eligible for availing Input Tax Credit (ITC) by CCL.
- 14.3** In case, GST Invoice raised by M/s PMC Consultant is not reflected in GSTR 2 B of CCL, the same shall not be adjusted from the imprest amount. The same shall be adjusted once the same is reflected in GSTR 2 B of CCL in subsequent month.
- 14.4** All the GST compliances for contractor side shall be taken care by PMC Consultant. PMC Consultant shall deposit / pay taxes as per rules. CCL shall get the GST input credit on PMC Consultant's tax invoice.
- 14.5** Clauses regarding GST & Other Taxes:
- a. In case of change in tax liability due to any statutory change the same shall accrue to CCL.
 - b. PMC Consultant shall be responsible for the statutory compliances made by the contractors appointed by PMC Consultant. Any demand/observation raised by the statutory authorities, due to any non-compliance/error on the part of the PMC Consultant, shall be made good by the PMC Consultant to CCL.

15. Defect Liability:

- 15.1** The defect liability period is 12 (Twelve) months i.e. from date of final commissioning of the Project by PMC Consultant, which shall include material replacement/repair, as required in all defective structural components/equipments etc. of Civil/P-Way/OHE/S&T at free of cost.
- 15.2** In any event of derailment/untoward incident beyond the control for PMC Consultant, the actual cost of manpower/equipment for re-railment shall be paid by CCL to PMC Consultant as per terms and conditions of the agreement.

16. Settlement of Dispute:

Any dispute or difference whatsoever arising among the Parties shall be amicably settled between the Parties to the extent possible. If no amicable settlement is reached then such dispute or difference shall be settled by the procedure as provided in Clause 17.

17. Dispute Resolution:

- 17.1** In the event of any dispute or difference arising between the Parties, such dispute or difference shall be taken up by other Party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 or its amendment.
- 17.2** Notwithstanding the existence of any dispute or difference and/or reference of such dispute to AMRCD, the parties shall proceed with and continue without hindrance with the performance of the work with due diligence, expeditiously and in a professional manner and the payment due to PMC Consultant shall not be withheld by CCL on account of such difference or AMRCD proceedings unless such payment is subject matter of AMRCD proceedings.

Sd/-
General Manager (Civil)/ HOD
CCL, Ranchi

ANNEXURE-I

PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID OFFLINE:

FORMAT OF "Letter of Bid"

To,
The Tender Inviting Authority,
Central Coalfields Limited.

Sub: Letter of Bid for the work **"Detailed Engineering & Project Management Consultancy (PMC) for the Construction of New Line/Modification of Existing Rail Lines at Kathara (W) Siding by keeping provisioning for Rapid Loading System for Upcoming New Kathara Washery."**

Ref: 1. NIT No. 04 of FY-2025-26
2. CCL Mail dated: 23.03.2026

Dear Sir,

This has reference to above referred bid. We have read and examined the conditions of contract, Scope of Work, technical specifications as per Detailed Project Report (DPR), Engineering Scale Plan (ESP) and other documents carefully.

We are pleased to submit our bid for the above work. We hereby unconditionally accept the bid conditions and bid documents as received vide above mail from your office, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

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

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

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

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 Coalfields Ltd.

Should this bid be accepted, we agree to commence the work within stipulated date. In case of our failure to abide by the said provision, Central Coalfields Ltd. shall without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award.

Authorized signatory of Bidder

PRICE BID FORMAT

(The bidder is required to submit the Price bid on the letter head of the bidder signed by the Authorized signatory)

Subject: Offer for PMC work of “Detailed Engineering & Project Management Consultancy (PMC) for the Construction of New Line/Modification of Existing Rail Lines at Kathara (W) Siding by keeping provisioning for Rapid Loading System for Upcoming New Kathara Washery.”

Sl. No.	Description	Maximum allowable Consultancy fees (In % of Construction value.)	Quoted Consultancy fees by Bidder (In % of Construction value.) (To be filled by bidder)	
			in %	in word
Stage-III	Execution of Works/Services (Construction)	5.75 %%%
Total				

NOTE:

1. Bidder quoting the lowest ‘total percentage’ shall be declared as L-1 bidder.
2. If there are more than one lowest bidder and since splitting up of subject work is not feasible, L-1 may be decided as under: -

All L-1 bidders may be advised to submit the reduced price offline & final L-1 may be decided on the basis of revised (reduced) Price.
3. In the current work, Stage I & Stage II have already been completed. Bidder has to quote the rate for Stage III i.e. Execution of Works/Services (Construction only)
4. CCL reserves the right to postpone the date of receipt and opening of tenders or to cancel the tender at any stage without assigning any reasons, whatsoever.

Authorized signatory of Bidder

ANNEXURE-III

Detailed scope of works for various activities under DE, PMC Services & Commissioning will consist of the following:

1. DETAILED ENGINEERING SERVICES:

- i. Detailed Engineering as per the Detailed Project Report (DPR) and survey, if any.
- ii. Geo-Technical Investigation services including field & laboratory testing and preparation of Soil Test Reports as required, is to be done by PMC Consultant.
- iii. Detailed Design and Drawing for all Civil, S&T and OHE works etc.
- iv. Finalization of various procurement & execution packages as per suitability and necessities of works. Preparation of detailed Schedule of Quantities and Cost Estimates for all Civil, S&T, OHE, Weigh Bridge and other related works for inviting tenders by PMC Consultant.
- v. Preparation of all "Construction Drawings" related to works and obtaining approval from CCL / Railways, wherever necessary.

2. PMC SERVICES:

a. TENDERING SERVICES:

- i. Formulation of packages for procurement & execution under various stages of construction of Civil engineering works, S&T, OHE works & General Electrical works.
- ii. Preparation of Package-wise Cost Estimate, Technical Specification (TS), Bill of Quantities (BOQ)
- iii. Preparation of Tender Documents, following stipulated guidelines of PMC Consultant and comprising of:
 - a) Detailed Scope of work.
 - b) Technical specification for earth work, Bridge work & concreting works for Civil Engineering, Track linking work, S&T and OHE work conforming to Indian Railway (IR) standards practices.
 - c) Tender drawings.
 - d) Schedule of quantities (SOQ).
 - e) Special condition of contract.
 - f) Notice Inviting Tender (NIT).
 - g) Other relevant documents for technical & commercial bid.
 - h) Integrity pact
- iv. Notification / Publication of NIT in News Papers and website(s), following stipulated guidelines of PMC Consultant.
- v. Opening of Tenders, Evaluation of offers, Recommendation and acceptance of offer / offers, Placement of LOI / LOA / Work Order on successful Bidder / Bidders, following stipulated terms & conditions of the tender document and PMC Consultant / CVC guidelines.
- vi. Execution of Contract Agreement in between PMC Consultant and the selected executing agency / agencies concerned.

b. CONSTRUCTION MANAGEMENT/ MATERIAL PROCUREMENT SERVICES:

- i. Procurement of P. Way Materials like Rail, PSC Sleeper, Points & X-ings, Fittings & Fixtures, Track Ballast etc. as per IRS / RDSO Standard & Specification including transportation etc.
- ii. Procurement and installation of S&T and OHE materials as per IRS / RDSO Standard &

Specification.

c. EXECUTION & SUPERVISION SERVICES BY PMC Consultant:

- i. Identifying and establishing bench marks, centre line pillars, curve pillars and other requisite control points, at site etc.
- ii. Recording initial cross section levels of original ground level for the alignment at suitable interval for assessment of quantity and other quantities for construction of different activities.
- iii. Issue of approved drawing to the executing agency for commencement of work.
- iv. Monitoring execution & supervision of Railway Formation & Bridge works as per IRS / RDSO standard and specifications.
- v. Inspection of P. Way materials at regular basis conforming to IRS / RDSO specification.
- vi. Monitoring execution & supervision of P. Way Linking works conforming to IRPWM.
- vii. Developing details / data of cross drainage works, nallah diversion etc. and issuance of necessary construction drawings.
- viii. Monitoring execution & supervision of S&T and OHE works as per IRS / RDSO standard and specification.
- ix. Coordinating works of all contractors / agencies and rendering timely technical guidance.
- x. Liaison with concerned Railway and other statutory body / authorities as and when required for approval 'in connection with commissioning and completion of the projects.
- xi. Preparing, maintaining, certifying measurement of works and verifying and release of progressive payments based on physical progress / accomplishment of works.
- xii. Quality Control on works and maintaining of proper records as per stipulated frequency.
- xiii. Conducting periodical progress review meeting to evaluate the target achievement as per the agreed Bar Chart and to find out the corrective measures for recovery in case of necessities and to appraise CCL.
- xiv. Closing of contracts on completion of the work under intimation to CCL.
- xv. Layout of bridges for construction and establishment of reference pillar at site.
- xvi. Obtaining other relevant data as may be required.
- xvii. Setting up Store Room for small fittings & material in consultation with CCL officials.
- xxviii. Setting up open store within the premises of CCL for Rail, PSC sleepers, Points & crossings or Setting up site office at the nominated locations of CCL which would be advantageous for execution of the work as well as time to time interaction with the CCL officials nominated for the work
- xix. Setting out the centre line of alignment.
- xx. Quality Check / Assurance shall be followed by the all executing agencies.
- xxi. Preparation of construction completion schedule and monitoring the same through Project Planning Tools.
- xxii. Monitoring contractor's procurement schedule and suggesting corrective measures for timely completion of work.
- xxiii. Day to day supervision of works and site management by deploying technically qualified Engineers and supervisors.
- xxiv. Maintenance of field data records and verification of construction materials as per specification to be used for construction work.
- xxv. Measurement of works and recording the same in the 'PMC Consultant Measurement Book' and certification of 'Running on A/C bills & Final Bill of contractor's for releasing payment.
- xxvi. Revision/ Modification of drawing as and when necessary, from technical point of view and TDC.
- xxvii. Conducting routine laboratory tests as per specifications.
- xxviii. Competent Authority of PMC Consultant will approve any deviation/Substitution/unforeseen item/non-schedule item, which may be warranted during the execution of Civil, Electrical, S&T

or such other works within the overall project cost approved by CCL. The Deviation Estimate / Revised Estimate will be submitted to CCL for approval as and when required.

- xxix. Preparation of final bill, as built' Drawing and all records on completion of construction works as well as Material Reconciliation statement for P-Way, S&T & OHE to be submitted to CCL for closing of contract.
- xxx. Co-ordination with all executing agencies and rendering technical guidance.
- xxxi. Holding progress review meeting at site level as well as HQ level with all the executing agencies along with CCL authority to achieve the completion schedule of the projects
- xxxii. Review of progress of work and highlight slippages if any, in the project and initiating immediate remedial measures for recovery plan.
- xxxiii. Monitoring of time schedules and actual progress including updating of schedules as required.
- xxxiv. PMC Consultant will keep CCL informed and submit a monthly progress report on the status of Work in progress vis-à-vis project schedule.
- xxxv. Introduction of Management Information System for the purpose of identifying critical activities, laying down priorities and setting targets, in consultation with CCL.

d. COMMISSIONING SERVICES:

- i. Arranging for conducting necessary testing, obtaining of certificates / approval / sanction etc. as may be required for commissioning of the railway infrastructures.
- ii. Preparation & Submission of final in-built drawings / plans to CCL and Railways.
- iii. Obtaining of necessary approval from Railway authorities concern at appropriate time and for any phase wise commissioning purposes of the project.
- iv. Handing over of all balance / unused materials to CCL with proper reconciliation records.

3. RESPONSIBILITIES OF PMC Consultant:

- i. PMC Consultant shall prepare bar chart showing different activities to be undertaken and its time schedule.
- ii. PMC Consultant shall ensure that the time schedule as mentioned for the completion of various activities is strictly adhered to. This bar chart will also indicate the salient features and monthly physical & financial progress of work. Slippage, if any, shall be recorded by PMC Consultant giving period of delay and reason thereof.
- iii. PMC Consultant shall be responsible for measurement of all items of works concerned under their scope of work, shall coordinate with all agencies involved in execution of the same and shall be responsible for achieving the scheduled completion as per target date. Extension of completion time to agencies if required, due to unavoidable reasons, shall be granted with recorded reasons by PMC Consultant.
- iv. PMC Consultant shall be responsible for monitoring the progress of work as per requirement of the CCL. Monthly Physical and Financial progress report and other progress reports as per proforma approved by the CCL shall be submitted by PMC Consultant regularly to Engineer-in-Charge and GM(Civil).
- v. PMC Consultant shall depute adequately qualified and experienced staff / executive well versed in similar type of work for site supervision including preparation of design and specifications to ensure quality of construction and timely completion of work.
- vi. PMC Consultant will be responsible for audit observation, CTE observation, contractor's Claim and settlement of disputes, if any.
- vii. The guarding of rails, sleepers and other fittings (P. Way materials), OHE and S&T materials thorough watch & ward shall be arranged by PMC Consultant /its agencies.
- viii. PMC Consultant will ensure that the safety rules & regulations are implemented during execution of work for safety of men & materials.

- ix. Hindrance register shall be maintained at site to record the various hindrances encountered during the course of execution. Hindrance Register will be signed by both the parties. Causes of hindrances will be intimated to CCL.
- x. PMC Consultant will ensure that the wages of workmen is paid as per law and also see that other rules and regulations of labour laws related with this work are being followed.

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/CCL Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.

.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to “**Detailed Engineering & Project Management Consultancy (PMC) for the Construction of New Line/Modification of Existing Rail Lines at Kathara (W) Siding by keeping provisioning for Rapid Loading System for Upcoming New Kathara Washery**” (Name of the Work/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 dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said work/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, CCL contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value 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 three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding."

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, CCL

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, CCL and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, CCL 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, CCL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, CCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

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 Joint Venture, this agreement must be signed by all partners or JV members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books

of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE- A

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

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. 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 authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not 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:

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

between them and their mutual interest in the business.

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

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

Code of Integrity for Public Procurement (CIPP):

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regard shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in this procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who

are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. Obligations for Proactive Disclosures

- i. Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii. Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

- b) In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/CCL, with the Competition Commission of India.

Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.