

TENDER DOCUMENT

Tender Ref. No.: wcl-hq-gmciv-e08-2026-27/620

दिनांक:03/10/2026

**Project Management Consultant (PMC) for “Construction of
Rail Connectivity from Ghughus Railway Siding to
Dip Side Expansion of Niljai OC**



WESTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
Coal Estates, Civil Lines
Distt.: Nagpur (MH)440001

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वेस्टर्न कोलफील्ड्स लिमिटेड (मिनी रत्न कंपनी) (कोल इंडिया लि. की अनुषंगी कंपनी) सिविल विभाग, वेकोलि(मु), नागपुर PHONE : 0712 – 2510531 ईमेल - gmcivil.wcl@coalindia.in सीआईएन – U10100MH1975GOI018626 वेबसाईट : www.westerncoal.in		WESTERN COALFIELDS LIMITED (A Miniratna Company) (A Subsidiary of Coal India Limited) Office of General Manager (CIVIL)/ HoD, Civil Department, WCL, Nagpur PHONE : 0712 – 2510531 email- gmcivil.wcl@coalindia.in CIN – U10100MH1975GOI018626 Website : www.westerncoal.in
पंजी. का.:कोयला विहार, सिविल लाइन्स, नागपुर(महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001		

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निविदा सूचना**Notice Inviting Tender**

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

Description of work	Location	Earnest Money Deposit	Period of Completion (In Days)
Project Management Consultant (PMC) for "Construction of Rail Connectivity from Ghughus Railway Siding to Dip Side Expansion of Niljai OC	Wani Area of WCL	NIL	Construction Period: 731 days Operation (if required) and Maintenance period: 5 years after completion of construction work

(i) For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Wani Area, Mob. No. 9337008063.

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Shri O.V. Sujit Sen General Manager (Civil)/HoD, Civil Department Western Coalfields Limited Ph- Mob-8275970032	Shri Manikappa Senior Manager (Civil) Civil Department Western Coalfields Limited Ph-8275970291

(ii) Details of GST Registration of WCL:

GSTIN of WCL	State	GSTIN
	Maharashtra	27AAACW1578L1ZW

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2. Time Schedule of Tender:

SN	Particulars	Date	Time
a.	Start date for downloading/collecting tender document	06.10.2026	10.00 Hours
b.	Last date for downloading/collecting tender document	24.10.2026	12.00 Hours
c.	Bid Submission start date	07.10.2026	10.00 Hours
d.	Bid submission end date	24.10.2026	12.00 Hours
e.	Date of Opening of Technical Bids	24.10.2026	12.30 Hours
f.	Date of Opening of Price Bid	16.11.2026	12:00 Hours

Note:

- The tender documents can be downloaded from the WCL website and CPP Portal (<https://eprocure.gov.in>). The tender documents can also be collected during working hours from the office of GM(Civil)/HoD, WCL HQ, Coal Estate, Civil Lines, Nagpur (MS) – 440001.
- Price bid shall be opened on/after preschedule date and time mentioned in the NIT. However, in case there is any extension of date and time of price bid opening, it shall be opened at rescheduled date and time with due intimation to participating bidders.

3. Background: -

The Project Report (PR) for Dip Side Expansion of Niljai OC Mine (7.00 MTY) envisages Coal Handling Plant to handle entire coal production from this project. Coal from CHP will be reclaimed and conveyed through Belt Conveyors into 4000 T SILO with RLS to load railway wagons at siding.

Further, Project Report for Bellora Naigaon Dip Side Expansion OC is being prepared for a capacity of 2.0 MTY, with a provision to dispatch the entire coal from Bellora Naigaon Dip Side Expansion OC through the upcoming CHP and Railway siding of Dip Side Expansion of Niljai OC Mine of which capacity shall be augmented to accommodate 2.0 MTY from Bellora Naigaon Dip Side Expansion OC.

Therefore, establishment of dedicated rail connectivity and allied development works is crucial for the efficient evacuation of coal from proposed CHP/ SILO.

Considering the above, the selection of a Project Management Consultant (PMC) for the development of rail infrastructure in WCL will be carried out through the Project Management Consultant (PMC) mode through limited competitive bidding among Railway Public Sector Undertakings that have a MOU with CIL, such as IPRCL, KRCL and IRCON.

- Scope of work:-** Project Management Consultant (PMC) will work for and on behalf of Western Coalfields Limited (WCL) for the following:
 - Stage I: In-Principle Approval (IPA) & Feasibility of Study Report
 - Stage II: ESP & Detailed Project Report
 - Stage III: Execution, Operation (if required) and Maintenance

Note: The scope of work shall be as per terms of MoU between CIL and IPRCL, KRCL & IRCON.

- 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:** M/s IPRCL, M/s IRCON, & M/s KRCL are eligible for submission of offer.
8. **BIDDING PROCESS, OPENING OF OFFERS AND EVALUATION:** The Bidder will submit their bid offline in a single closed envelope containing two envelopes as mentioned below, at the office of GM(Civil)/HoD, WCL HQ, Coal Estate, Civil Lines, Nagpur (MS) – 440001 as per provisions of Bid Document:
 - a) **One envelope (Technical Bid/Part-I) would consist of filled Letter of Bid (Annexure IV) along with signed copy of complete tender document & Power of attorney to the authorized signatory.**
 - b) **Second envelope (Price Bid/Part-II) would include the quoted Price Bid (Annexure V).**

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

Quotations will be shall be dropped in person in the prescribed quotation box placed at the office of GM(Civil), WCL only before the deadline for bid submission. It is the responsibility of the bidder to ensure that the bid is received in the prescribed quotation box in the office of the GM(Civil), WCL before the last date (and time) of bid submission, failing which the bid will be considered invalid.

The Technical Bid (Part-I) shall be opened on the scheduled date and time specified in the NIT in the presence of the bidders or their authorized representatives who choose to be present. After the opening of the Technical Bid (Part-I), the Price Bids (Part-II) of all participating bidders shall be placed in a separate envelope, which will be properly sealed in the presence of the Tender Committee members and the bidders/their authorized representatives who chooses to be present during the opening of the Technical Bid. The sealed envelope shall be signed by all Tender Committee members present at time of opening of the Technical Bid across the seal to prevent any possibility of tampering.

If the Tender Committee finds any deficiency or shortfall in the documents submitted by bidder, the same shall be sought from the bidder by e-mail, clearly indicating the start date and end date, allowing 7 days (7 × 24 hours) from the date and time of the e-mail for submission of the requisite documents. It shall be the bidder's responsibility to regularly check their e-mail after the opening of the bid. The bidder shall submit scanned copies of the required documents within the stipulated period of 7 days. No further clarification or opportunity for submission of documents shall be provided thereafter.

Note: *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*

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change since then and does not grant any undue advantage to any bidder. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

The Price Bids (Part-II) of those bidders found technically eligible after evaluation of the Technical Bid (Part-I) shall be opened on the scheduled date or on an extended date, as the case may be, in the presence of the bidders or their authorized representatives who choose to be present. The eligible bidders shall be informed of the date, time, and venue of opening of the Price Bids in advance.

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 WCL 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.
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.

11. Independent External Monitor (IEM)

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender are as under:

Sl. No.	Name	Address	email Id
1	Dr. Atanu Purkayastha, IAS(Retd.)	D-II/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi-110003	Dratanu2011@gmail.com Phone: 9899772227
2	Shri. Ved Prakash Yajurvedi, IoFS(Retd.)	E-33, Ayudh Vihar, Plot no-3, Sector -13, Dwarka, New Delhi-110075	vpjayurvedi@gmail.com Phone: 9473763645/ 9818418555

Sd/-

General Manager (Civil)/ HOD

GENERAL TERMS & CONDITIONS

- A.** The consultant shall be responsible for PMC work from concept to commissioning in connection with rail connectivity as well as operation (if required) and maintenance of rail infrastructure (P-way, Civil, S&T, OHE etc.).
- B.** A formal agreement shall be entered as per consultancy fees quoted by them subject to maximum consultancy fee between WCL and successful bidder/L1 bidder for successful execution of the works.
- C.** The Projects shall be entrusted by WCL to successful/L1 bidder with activity wise timeline mentioned with the following fee structures:

Stage-1: Maximum Consultancy fees on Pre-Feasibility Study/Survey and Feasibility Study Report (FSR): 0.75% (Zero Point Seven Five Percent) of the Final FSR Cost.

The FSR Cost shall be based on Pre-Feasibility Study/Survey of the agreed Project option finalized by WCL and approved by Railways as provided in Final FSR prepared by consultant.

Pre-Feasibility Study/Survey shall be evaluated on the basis of Drone Survey/Topo Sheet/Reconnaissance Survey.

The lump sum rate for conducting Pre-Feasibility Study/Survey shall be as under:

Table1: Lump sum rate for conducting Pre-Feasibility Study/Survey

S. No.	Route Length (Km)	Lump Sum Rate (₹)
1	0-10 Km	10 Lakhs
2	10-20 Km	15 Lakhs
3	More than 20 Km	15 Lakhs plus @1 Lakh/Km for part thereof.

However, this amount shall be adjusted from final consultancy fees for preparation of Feasibility Study Report (FSR).

The deliverables with respect to Stage-I i.e. Pre-Feasibility Study/Survey and Feasibility Study Report (FSR) shall be as follows:

Table 2: Deliverables and Consultancy Fee Break up for Stage-I

S. No.	Deliverables.	Maximum Consultancy Fee: 0.75% (Zero Point Seven Five Percent) of Final FSR Cost
1	Pre-Feasibility Study/ Survey of all options to be done and submission to WCL for its acceptance.	As provided above in Table 1.
2	Drawing of proposed alignment of agreed Project option along with its demarcation on Mouza/Revenue Plans.	20% of Zero Point Seven Five Percent of Final FSR Cost.
3	Submission of drawing along with draft Feasibility Study Report, and its acceptance WCL.	30% of Zero Point Seven Five Percent of Final FSR Cost.

4	In-Principle Approval (IPA) from Railways.	30% of Zero Point Seven Five Percent of Final FSR Cost.
5	Submission of final FSR with Final Location Survey (FLS) of approved option after incorporating approvals/observations from Railways as mentioned in Sl. No. 4 to WCL.	20% of Zero Point Seven Five Percent of Final FSR Cost.

Note No. 1: Advance amount at Sl. No. 1 shall be adjusted from Sl. No. 4 and Sl. No. 5

Stage-II: Maximum Consultancy fees on Detailed Project Report (DPR): 0.75% (Zero Point Seven Five Percent) of the Final DPR Cost.

The deliverables with respect to Stage-II i.e. Detailed Project Report shall be as follows:

Table 3: Deliverables and Consultancy Fee Break up for Stage-II

S. No.	Deliverables	Maximum Consultancy Fee: 0.75% (Zero Point Seven Five Percent) of Final DPR Cost
1	Submission of ESP/any other required drawing and draft DPR to WCL.	20% of Zero Point Seven Five Percent of Final DPR Cost
2	On receipt of comments/observations of WCL on the draft DPR/ESP/any other required drawings and submission to Railways for approval.	30% of Zero Point Seven Five Percent of Final DPR Cost
3	On approval of ESP, submission and approval of L-section and other drawings (If required) to Railways as well as submission of Final DPR to WCL after acceptance/ approval of ESP by Railways.	30% of Zero Point Seven Five Percent of Final DPR Cost
4	Obtaining permission to start the construction work from Railways after statutory payment by WCL.	20% of Zero Point Seven Five Percent of Final DPR Cost

Note No. 1: DPR should include cost of (a) Construction and (b) Operation (if required) and Maintenance. The period of Operation (if required) and maintenance is for Five (5) years.

Stage-III: Maximum Consultancy fees on Project Management Consultancy (Execution of Work/ Services): 5.75% (Five Point Seven Five Percent) of Construction/O&M value.

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

S. No.	Deliverables	Maximum Consultancy Fees on PMC: 5.75% (Five Point Seven Five Percent) of Construction/O&M value.
A. Project Management Consultancy- (Execution of Work/Services of Construction)		
1	Detailed Engineering and Tender Documents consisting of detailing &	10% of Five Point Seven Five Percent of Construction Value

S. No.	Deliverables	Maximum Consultancy Fees on PMC: 5.75% (Five Point Seven Five Percent) of Construction/O&M value.
	design of bridges, curves, followed by Geo-Technical investigation.	
2	Calling of Tenders, Evaluation and award of contract.	10% of Five Point Seven Five Percent of Construction Value
3	Project Supervision including certification of bill and quality control, monitoring of contract.	70% of Five Point Seven Five Percent of Construction Value
4	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.	10% of Five Point Seven Five Percent of Construction Value
B. Project Management Consultancy- (Execution of Work/Services of Operation (if required) and Maintenance)		
1	Operation (if required) and Maintenance of P-Way/Civil/S&T/OHE etc. for Five Years after successful commissioning of Project. Closing of Operation (if required) and Maintenance Contracts.	5.75% (Five Point Seven Five Percent) of O&M Value.

Note No. 1: The manpower cost deployed at site by the consultant (For O&M works only) shall be a part of total O&M Cost of the Project.

Note No. 3: 20% of the total Operation (if required) and Maintenance value of the Project shall be applied each year, over a period of 5 years. Scope of Operation and Maintenance is as per Annexure-III.

- 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 WCL.
- The maximum ceiling of allowed deviation of Final DPR Cost from Final FSR Cost shall be Fifteen Percent (15 %).
- Consultancy fee bills shall be submitted by consultant to WCL on quarterly basis along with a Statement showing progress of Project, both in physical and financial terms as per the originally agreed work plan.

D. Responsibility Matrix of each party is as per Annexure-II.

E. Compensation for Delay: WCL shall recover liquidated damages from the 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 the consultant under this clause shall be

subjected to maximum of 10% of the Consultancy Fee.

The reasons for delay to be recorded on occurrence and jointly signed in a “Hindrance Register”. The decision of Nominated/Designated Officer of WCL on the hindrances so recorded shall be final and binding on the both the parties.

However, if the consultant deducts penalty or damages from the contractor more than penalty or damages payable to WCL under this clause, the extra deduction made from the contractor on this account of penalty or damages is to be reimbursed to WCL.

- F. Force Majeure:** “Force Majeure” means an event beyond the control of the consultant and not involving the 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.

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 under the MoU is the result of an event of Force Majeure.

- G. Fund Regulation:** WCL 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 the consultant for and on behalf of WCL for the Projects and interest accrued thereof to such funds in the Specified CLTD Bank Account shall be credited to WCL and get adjusted proportionately as herein after provided. The interest accrued shall be credited on quarterly basis to the account of WCL and a statement with amount and details of Project shall be submitted for the accounting purpose. The consultant’s PMC fees shall also be adjusted from the imprest advance.

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, the consultant shall submit the utilization certificate. On acceptance of the utilization certificate by Nominated/Designated Officer of WCL, further imprest as per utilization certificate will be paid/ released to the 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 the consultant is utilized and utilization certificate submitted by the consultant and accepted by Nominated/Designated Officer of WCL, 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 the consultant for the Project.

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 and O&M period may be prepared for this purpose.

The 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 WCL.

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

of final bill etc.

The consultant will be responsible for audit observation, CTE observation, Contractor's Claim and Settlement of disputes, if any.

- H. Project Documentation:** A “Site Order Book” shall be maintained for the Project. 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 the consultant. The actions taken should also be recorded by the consultant.
- I. Defect Liability:** The defect liability period is 12 (Twelve) months i.e. from date of final commissioning of the Project by the 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.
In any event of derailment/untoward incident beyond the control for the consultant, the actual cost of manpower/equipment shall be paid by WCL to the consultant as per terms and conditions of the agreement.
- J. Quality Assurance:** The 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.
- K. Code of Integrity for Public Procurement (CIPP):** Integrity pact shall be signed by the consultant at the time of signing of agreement.
- L. Progress Review:** The consultant shall furnish within 30 days from the date of issue of Letter of Award by WCL, a monthly progress report to Nominated/Designated Officer of WCL in the form of Bar Chart /PERT Network identifying various milestones w.r.t. completion schedule, to the WCL by 7th day of every month for the monthly review at WCL.
Drone-based surveys to be done on quarterly basis to capture physical progress of work and site hindrances, if any and submitted to WCL.
- M. 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 the consultant for proper mitigation of risks towards meeting the Project's timeline/schedule, physical progress and financial aspects of the Project. The consultant shall submit the potential risks associated with the Project with its impact on Project's timeline and mitigation plan to WCL on quarterly basis.
- N. Taxes and Duties:** The 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 the consultant and contractors appointed by the consultant, if any, shall be payable directly by the consultant or Contractors appointed by the consultant and WCL will not have any liability what so ever on this account.
In case of contract execution works, associated / enabling works etc. the Contractor will raise the bill(s) to the consultant as per the tender terms. On passing the contractors bill, the consultant shall raise the Tax invoice (GST invoice) to WCL for the basic amount of the bill and GST thereon with GSTIN of WCL. This shall be entitled for GST Input Tax Credit (ITC) availing by

WCL. Also, the 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 WCL.

In case, GST Invoice raised by the consultant is not reflected in GSTR 2 B of WCL, 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 WCL in subsequent month.

All the GST compliances for contractor side shall be taken care by consultant. Consultant shall deposit / pay taxes as per rules. WCL shall get the GST input credit on consultant's tax invoice.

➤ **Clauses regarding GST & Other Taxes:**

- In case of change in tax liability due to any statutory change the same shall accrue to WCL.
- The consultant shall be responsible for the statutory compliances made by the contractors appointed by the consultant. Any demand/observation raised by the statutory authorities, due to any non-compliance/error on the part of the consultant, shall be made good by the consultant to WCL.

O. Consultant will perform as a Project Management Consultant beginning from Concept to Commissioning, in connection with the rail connectivity, as well as Operation (if required) and Maintenance of rail infrastructure (P-Way/Civil/S&T/OHE etc.) serving existing & new mining areas of WCL and the consultant shall obtain the relevant acceptance/approval from Railways, which are mandatory for expeditious implementation of Projects for the project.

P. The Contractors (executing agencies) for various jobs as mentioned above will be engaged by consultant through tendering procedures by following the prevailing tender guidelines of the consultant and execution cost of the works shall be payable to the contractors (executing agencies) after due checking and certification by the consultant, directly for & on behalf of WCL.

The consultant shall defend, indemnify and hold WCL 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 consultant in performance of the MOU with CIL and agreement entered in pursuance of the MOU.

Q. Governing Laws: The contract shall be governed by and interpreted in accordance with the Laws of India.

R. 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 below.

S. Dispute Resolution: 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.

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 under this MOU with due diligence, expeditiously and in a professional manner and the payment due to the consultant shall not be withheld by WCL on account of such difference or AMRCD proceedings unless such payment is subject matter of AMRCD proceedings.

T. The consultant shall comply with all the applicable statutory rules and regulations like RDSO guidelines, the Mine Act, Coal Mines Regulations (CMR) 2017 etc.

The description of activity wise timeline is mentioned below:

S. No.	Activity	Maximum Timeline
Stage-I		
1.	Pre-Feasibility Study/ Survey of all options to be done and submission to WCL for its acceptance.	2 Months
2.	- Drawing of proposed alignment of agreed Project option along with its demarcation on Mouza/Revenue Plans. - Submission of drawing along with draft Feasibility Study Report, and its acceptance by WCL.	2 Months
3.	In-Principle Approval (IPA) from Railways.	1 Month
4.	Submission of final FSR with Final Location Survey (FLS) of approved option after incorporating approvals/observations from Railways as mentioned in Sl. No. 3 to WCL.	1 Month
Stage-II		
1.	Submission of ESP/Any other required drawing and draft DPR to WCL.	2 Months
2.	On receipt of comments/observations of WCL on the draft DPR/ESP/Any other required drawings, and submission to Railways for approval.	1 Month
3.	On approval of ESP, submission and approval of L-section and other drawings (If required) to Railways as well as submission of Final DPR to WCL after acceptance/ approval of ESP by Railways.	1 Month
4.	Obtaining permission to start the construction work from Railways after statutory payment by WCL.	1 Month
Stage-III		
1.	- 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.	- Completion of all Construction Works (Including Civil/P-Way/OHE/S&T) - Project Supervision including certification of bill and quality control, monitoring of contract.	18 Months
3.	On completion of work including obtaining track fitness certificate, EIG approval, commercial notification and any other approval required from railways for final commissioning	3 Months

S. No.	Activity	Maximum Timeline
	of the Project. ▪ Closing of Construction contracts.	
4.	▪ Operation (if required) and Maintenance of P-Way/Civil/S&T/OHE etc. for Five Years after successful commissioning of Project. ▪ Closing of Operation and Maintenance contracts.	60 Months

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

S. No.	Job Responsibility	By Whom	Remarks
1	Completion of Detailed design and drawing for all civil works, rail tracks structures etc. and obtaining approval as applicable.	Consultant	ESP/GAD and other drawing, if required by Railway or any statutory authorities will be signed by Nominated/ Designated Officer of WCL.
2	Submission of detailed specification, BoQ and cost estimate for all works.	Consultant	Cost estimate to be prepared based on current DSR/ USSOR of railway rates /market rate analysis in case of non-scheduled items with suitable remark about justification of rate.
3	Preparation of detailed tender document including NIT / e- Tender.	Consultant	
4	Approval of Sl. No. 1, 2 & 3.	Consultant	Under intimation to WCL.
5	Notification of NIT in Newspapers / e-tender.	Consultant	
6	Receipt of Tenders / e- tenders.	Consultant	
7	Evaluation including preparation of Briefing notes.	Consultant	
8	TC recommendation	Consultant	
9	Acceptance/ Approval of tender evaluation statement & recommendation.	Consultant	
10	Preparation of draft LOI/LOA on contractor.	Consultant	
11	Placement of LOI on contractor.	Consultant	
12	Preparation of Draft Agreement.	Consultant	
13	Issuance of Form 3 etc for applying Labour License	WCL	
14	Signing of Agreement with Contractor	Consultant	
15	Project supervision and quality control monitoring of contract, Certification of bill.	Consultant	
16	Acceptance of Bill & Payment to contractors.	Consultant	Consultant will pay the bill to contractor after duly checked and certified and a copy of the same to be submitted to WCL with utilization certificate.

S. No.	Job Responsibility	By Whom	Remarks
17	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.	Consultant	
18	Operation (if required) and Maintenance of P-Way/Civil/S&T/OHE etc. after successful commissioning of Project	Consultant	
19	Closing of Contract	Consultant	The consultant will initiate proposal for closure of contract with all relevant documents and submit the proposal for WCL.
20	Arbitration, dispute, if any with the contractors	Consultant	

Scope of Operation and Maintenance Work

P-Way/ Civil Works	S&T Works
<u>Maintenance (O&M) of Track includes:</u> Day to day maintenance works as required, renewal of missing track components, picking up slacks, curve maintenance, LWR, SWR, POINTS & CROSSINGS, SEJ Maintenance etc. Civil maintenance like track cleaning, drain cleaning, bushes and weed removal from formation, bridge water way clearance etc. and making track in good condition as per RAILWAY norms. <i>Maintenance shall only commence after final commissioning of Project by Railways.</i> <i>All works should be in adherence of Indian Railways P-Way Manual.</i> <u>Operation of tracks includes:</u> Scope of Operation of tracks shall be as per prevailing norms of Indian Railways.	<u>Maintenance (O&M) of S&T Works includes:</u> Maintenance of Signaling Equipment such as Data logger, IPS, EI system, FACS System, MSDAC etc., after expiry of Manufacturer warranty or manufacturer AMC, which is usually one year after commissioning or 18 months after supply, whichever is earlier. Maintenance of Telecommunication system, indoor & outdoor maintenance of signaling and telecommunication assets including day to day maintenance of P&C, signals, replacement of defected equipment, cables etc. <i>Maintenance shall only commence after final commissioning of Project by Railways.</i> <i>All works should be in adherence of Indian Railway Signal Engineering Manual and Indian Railway Telecommunication Engineering Manual.</i> <u>Operation of S&T Works includes:</u> Scope of Operation of S&T shall be as per prevailing norms of Indian Railways.

**LETTER OF BID
(TO BE SUBMITTED ON THE LETTER OF THE BIDDER)**

To,
The Tender Inviting Authority
Western Coalfields Limited

Sub.: Letter of Bid for the work "Project Management Consultant (PMC) for "Construction of Rail Connectivity from Ghughus Railway Siding to Dip Side Expansion of Niljai OC"

Ref. : 1. NIT No.: wcl-hq-gmciv-e07-2026-27/620 dated 03/10/2026

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work and other documents carefully and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website, in its entirety for the above work and agree to abide by and fulfill all terms and conditions 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 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 CIL/Subsidiary.

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 Western 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, Western 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 the work of “Project Management Consultant (PMC) for “Construction of Rail Connectivity from Ghughus Railway Siding to Dip Side Expansion of Niljai OC”

Tender Ref. No.: wcl-hq-gmciv-e07-2026-27/620 dated 03/10/2026

Sl. No.	Description	Maximum Rate as terms and conditions of Bid Document/NIT	Quoted Consultancy fees by Bidder (In %	
			in %	in word
Stage-I	Pre-Feasibility Study/Survey and Feasibility Study Report (Includes In-Principle Approval and Final FSR Approval)	0.75%	% (To be filled by bidder)	% (To be filled by bidder)
Stage-II	Detailed Project Report (Approval of ESP, Approval of Other Drawings and Final DPR)	0.75%	% (To be filled by bidder)	% (To be filled by bidder)
Stage-III	Execution of Works/Services (Construction, Operation (if required) and Maintenance)	5.75%	% (To be filled by bidder)	% (To be filled by bidder)

NOTE:

1. Bidder quoting the lowest ‘total percentage’ shall be declared as L-1 bidder.
2. In case of non-fulfilment against any parameter, it shall be treated as zero percent for evaluation of total percent.
3. 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.

Authorized signatory of Bidder

INTEGRITY PACT**Between**

Western Coalfields Limited hereinafter referred to as "The Principal," and _____
hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for _____ (Name of Work), under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above-mentioned principles.

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, shall 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 shall, during the tender process treat all Bidder(s) with equity and reason during the tender process. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Bhartiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act (PC) Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - (a) The Bidder(s) / Contractor(s) shall 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 they are 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) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or

non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

- (c) The Bidder(s) / Contractor(s) shall not commit any offence under the relevant BNS/ PC Act; further, the Bidder(s) / Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- (e) The Bidder(s) / Contractor(s) shall, 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) shall 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(s)/ Contractor(s), before ~~contract~~ award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the respective company.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process before 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" the Principal shall act like para 2) of Section 4 above.

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

- (1) In the case of Sub-contracting, the Principal Contractor shall take the responsibility for adopting the Integrity Pact by the Sub-contractor.
- (2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal shall 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 the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer of the Company.

Section 8 - Independent External Monitor

- (1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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 parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

He/ she reports to the CMD of respective Company.

- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor, 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 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform CMD of respective Company and recuse themselves from that case.
- (5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer 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, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action, or 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 shall submit a written report to the Management of the Principal, CMD of respective Company 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 Management of the Principal, CMD of respective Company, a substantiated suspicion of an offence under relevant BNS IPC/ PC Act, and the Management of the Principal, CMD of respective Company 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 disqualifying 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 Management of the Principal CMD of Company.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- (2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- (3) If the Contractor is a Joint Venture, this agreement must be signed by all JV members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 2:

(Name & Address)

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

- 1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.
- 1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.
- 2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

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 regards 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”**: any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) **“Conflict of interest (COI)”**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) **“Undue Advantage”**: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;
- vii) **“Obstructive practice”**: materially impede the procuring entity’s investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements 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 with respect to the provisions of para 2 above 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) The bidder/ contractor must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

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 concludes 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 and/ 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 exceeding two years and 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/Subsidiary, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.