

	<p>वेस्टर्न कोलफील्ड्स लिमिटेड WESTERN COALFIELDS LIMITED (मिनीरत्र कंपनी) (A Miniratna Company) (कोल इंडिया लि. की अनुपंगी कंपनी) (A Subsidiary of Coal India Limited)</p> <p>सिविल विभाग /CIVIL DEPARTMENT, WCL HQ NAGPUR PHONE /FAX: 0712 – 2510531 email- gmcivil.wcl@coalindia.in CIN – U10100MH1975GOI018626</p>		
<p>पंजी. का.:कोयलाविहार, सिविललाइन्स, नागपुर(महाराष्ट्र)-440001 / Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001</p>			

**Tender Ref. No. wcl-hq-gmciv-e04-2026-27/ 187**

**Date: 27.05.2026**

**e-Tender Notice**

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 (In Rs.)	Period of Completion (In Days)
Selection of a Project Management Consultant (PMC) for "Construction of Rail Connectivity and Railway Siding at Sawarla Village for the Proposed Coal Handling Plant (CHP) with SILO System of Kolar Pimpri Expansion Opencast Mine, Wani North Area, WCL	Wani North Area of WCL	NIL	1050 days

**(i) For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Wani North Area Mob. No. 6371183646.**

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

**Note:** Input Tax Credit (ITC) is available to WCL for the subject work .

**Time Schedule of Tender:**

SN	Particulars	Date	Time
a.	Start date for downloading/collecting tender document	29.05.2026	10.00 Hours
b.	Last date for downloading/collecting tender document	15.06.2026	16.00 Hours
c.	Bid Submission start date	30.05.2026	10.00 Hours
d.	Bid submission end date	15.06.2026	16.00 Hours
e.	Date of Opening of Bids	16.06.2026	16.30 Hours

*Asst* *JK*

The tender documents can be downloaded from the WCL website. 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.

30/05/2026  
27/05/2026  
General Manager Civil / HoD

**Distribution:-**

1. TS to CMD/ TS to DT(P&P)/ TS to DT(OP)/TS to DF/TS to DP, WCL, NAGPUR
2. GM, (Fin) WCL, Nagpur
3. GM (P&P), WCL, Nagpur
4. AGM/GMs, WCL, All Areas
5. S.O. (C), WCL, All Areas
6. S.M. (C) T. C., WCL, Nagpur
7. Manager (Civil), Technical Section, WCL
8. Manager (C), Budget, WCL, Nagpur
9. IEMs: 1) Dr. Atanu Purkayastha , IAS, (Retd.) [email id: [dratanu2011@gmail.com](mailto:dratanu2011@gmail.com)]  
2) Shri Ved Prakash Yajurvedi, IFS (Retd.) [email id: [vpyajurvedi@gmail.com](mailto:vpyajurvedi@gmail.com)]
10. G.M(C), CIL, Kolkata
11. GM(C), SECL, MCL, CCL, NCL, CMPDIL, BCCL, ECL
12. A.O. (Fin)/Chief Cashier, WCL Head qtrs. Nagpur.
13. EA (Civil), WCL Head qtrs. Nagpur.
14. Notice Board

## TENDER DOCUMENT

Tender Ref. No.: wcl-hq-gmciv-e04-2026-27/187

दिनांक: 27.05.2026


**Selection of a Project Management Consultant (PMC) for “Construction of Rail Connectivity and Railway Siding at Sawarla Village for the Proposed Coal Handling Plant (CHP) with SILO System of Kolar Pimpri Expansion Opencast Mine, Wani North Area, WCL**



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

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	<p>Under Jurisdiction of Nagpur Court only केवल नागपुर कोर्ट के अधिकार क्षेत्र में WESTERN COALFIELDS LIMITED वेस्टर्नकोलफील्ड्सलिमिटेड (मिनीरत्नकंपनी)(A Miniratna Company) (कोलइंडियालि. कीअनुषंगीकंपनी) (A Subsidiary of Coal India Limited) <b>Office of General Manager (Civil)/HoD Civil Department, WCL</b> पंजी. का.:कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र)-440001 Regd. Off. : Coal Estate, Civil Lines, Nagpur(MS) – 440001 PHONE /FAX: 0712 – 2510531 email- gmcivil.wcl@coalindia.in CIN – U10100MH1975GOI018626</p>		
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Tender Ref. No.: wcl-hq-gmciv-e04-2026-27/187

दिनांक: 27.05.2026

**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	EMD	Period of Completion (In Days)
Selection of a Project Management Consultant (PMC) for "Construction of Rail Connectivity and Railway Siding at Sawarla Village for the Proposed Coal Handling Plant (CHP) with SILO System of Kolar Pimpri Expansion Opencast Mine, Wani North Area, WCL	Wani North Area of WCL	NIL	1050 days

**(i) For Site visit of location of work, the prospective bidder(s) may contact Staff Officer (Civil), Wani North Area Mob. No. 6371183646.**

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

**Note:** Input Tax Credit (ITC) is available to WCL for the subject work.

**2. Time Schedule of Tender:**

SN	Particulars	Date	Time
a.	Start date for downloading/collecting	29.05.2026	10.00 Hours

Tender Ref. No.: wcl-hq-gmciv-e04-2026-27/187

दिनांक: 27.05.2026

	tender document		
b.	Last date for downloading/collecting tender document	15.06.2026	16.00 Hours
c.	Bid Submission start date	30.05.2026	10.00 Hours
d.	Bid submission end date	15.06.2026	16.00 Hours
e.	Date of Opening of Bids	16.06.2026	16.30 Hours

The tender documents can be downloaded from the WCL website. 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.

### 3. Background: -

The Project Report for the Kolar Pimpri Expansion OCM envisages the construction of a Coal Handling Plant (CHP), along with Rapid Loading System (SILO) for mechanized coal evacuation. According to the PR, the coal is intended to be transported via a belt conveyor from the pit head to a surge bunker and subsequently loaded into railway wagons through the SILO system at a proposed railway siding near Sawarla village.

Currently, coal is transported by road to the Wani Railway Siding, which is approximately 11.4 km away. The existing Wani railway siding with pay loading system is catering to 4 Nos. OC mines (Ukni, Junad, Kolarpimpri extension and Ghonsa) for G-10 grade of coal. Carrying capacity of this siding is 24000 tonnes per day. To meet the demand for coal production and as many new mines will be added in the future and hence, this method is not be sustainable given the anticipated production capacity.

Therefore, establishment of dedicated rail connectivity and a railway siding near Sawarla village which is crucial for the efficient evacuation of coal from the proposed CHP-SILO system.

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.

### 4. 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.

### 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:** M/s IPRCL, M/s IRCON, & M/s KRCL are eligible for submission of offer.
8. **BIDDING PROCESS AND OPENING OF OFFERS:** 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 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 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-II**). 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 sealed quotations will be opened on the scheduled date in the presence of the bidders or their authorized representatives who choose to be present.
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	<a href="mailto:Dratanu2011@gmail.com">Dratanu2011@gmail.com</a> Phone: 9899772227
2	Shri. Ved Prakash Yajurvedi, IoFS(Retd.)	E-33, Ayudh Vihar, Plot no-3, Sector -13, Dwarka, New Delhi-110075	<a href="mailto:vpvajurvedi@gmail.com">vpvajurvedi@gmail.com</a> Phone: 9473763645/ 9818418555

**Sd/-**  
General Manager (Civil)/ HOD  
WCL, Nagpur

### **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.	<b>As provided above in Table 1.</b>
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.
<b>A. Project Management Consultancy- (Execution of Work/Services of Construction)</b>		
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>B. Project Management Consultancy- (Execution of Work/Services of Operation (if required) and Maintenance)</b>		
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 “Hindrances 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 7<sup>th</sup> 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:**

<b>S. No.</b>	<b>Activity</b>	<b>Maximum Timeline</b>
<b>Stage-I</b>		
1.	<ul style="list-style-type: none"> <li>▪ Pre-Feasibility Study/ Survey of all options to be done and submission to WCL for its acceptance.</li> </ul>	2 Months
2.	<ul style="list-style-type: none"> <li>▪ Drawing of proposed alignment of agreed Project option along with its demarcation on Mouza/Revenue Plans.</li> <li>▪ Submission of drawing along with draft Feasibility Study Report, and its acceptance by WCL.</li> </ul>	2 Months
3.	<ul style="list-style-type: none"> <li>▪ In-Principle Approval (IPA) from Railways.</li> </ul>	1 Month
4.	<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	1 Month
<b>Stage-II</b>		
1.	<ul style="list-style-type: none"> <li>▪ Submission of ESP/Any other required drawing and draft DPR to WCL.</li> </ul>	2 Months
2.	<ul style="list-style-type: none"> <li>▪ On receipt of comments/observations of WCL on the draft DPR/ESP/Any other required drawings, and submission to Railways for approval.</li> </ul>	1 Month
3.	<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	1 Month
4.	<ul style="list-style-type: none"> <li>▪ Obtaining permission to start the construction work from Railways after statutory payment by WCL.</li> </ul>	1 Month
<b>Stage-III</b>		
1.	<ul style="list-style-type: none"> <li>▪ Detailed Engineering and Tender Documents consisting of detailing &amp; design of bridges, curves, followed by Geo-Technical investigation.</li> <li>▪ Calling of Tenders, Evaluation and award of contract.</li> </ul>	3 Months
2.	<ul style="list-style-type: none"> <li>▪ Completion of all Construction Works (Including Civil/P-Way/OHE/S&amp;T)</li> <li>▪ Project Supervision including certification of bill and quality control, monitoring of contract.</li> </ul>	18 Months
3.	<ul style="list-style-type: none"> <li>▪ On completion of work including obtaining track fitness certificate, EIG approval, commercial notification and any other approval required from railways for final commissioning</li> </ul>	3 Months

<b>S. No.</b>	<b>Activity</b>	<b>Maximum Timeline</b>
	<p>of the Project.</p> <ul style="list-style-type: none"> <li>▪ Closing of Construction contracts.</li> </ul>	
4.	<ul style="list-style-type: none"> <li>▪ Operation (if required) and Maintenance of P-Way/Civil/S&amp;T/OHE etc. for Five Years after successful commissioning of Project.</li> <li>▪ Closing of Operation and Maintenance contracts.</li> </ul>	60 Months

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

<b>S. No.</b>	<b>Job Responsibility</b>	<b>By Whom</b>	<b>Remarks</b>
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
<p><b><u>Maintenance (O&amp;M) of Track includes:</u></b>            Day to day maintenance works as required, renewal of missing track components, picking up slacks, curve maintenance, LWR, SWR, POINTS &amp; 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.</p> <p><b><i>Maintenance shall only commence after final commissioning of Project by Railways.</i></b>  <b><i>All works should be in adherence of Indian Railways P-Way Manual.</i></b></p> <p><b><u>Operation of tracks includes:</u></b>            Scope of Operation of tracks shall be as per prevailing norms of Indian Railways.</p>	<p><b><u>Maintenance (O&amp;M) of S&amp;T Works includes:</u></b>            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.</p> <p>Maintenance of Telecommunication system, indoor &amp; outdoor maintenance of signaling and telecommunication assets including day to day maintenance of P&amp;C, signals, replacement of defected equipment, cables etc.</p> <p><b><i>Maintenance shall only commence after final commissioning of Project by Railways.</i></b>  <b><i>All works should be in adherence of Indian Railway Signal Engineering Manual and Indian Railway Telecommunication Engineering Manual.</i></b></p> <p><b><u>Operation of S&amp;T Works includes:</u></b>            Scope of Operation of S&amp;T shall be as per prevailing norms of Indian Railways.</p>

**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 "Selection of a Project Management Consultant (PMC) for "Construction of Rail Connectivity and Railway Siding at Sawarla Village for the Proposed Coal Handling Plant (CHP) with SILO System of Kolar Pimpri Expansion Opencast Mine, Wani North Area, WCL"

Ref. : 1. NIT No.: wcl-hq-gmciv-e04-2026-27/187 Dated 27.05.2026

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.

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 “Selection of a Project Management Consultant (PMC) for “Construction of Rail Connectivity and Railway Siding at Sawarla Village for the Proposed Coal Handling Plant (CHP) with SILO System of Kolar Pimpri Expansion Opencast Mine, Wani North Area, WCL”**

Sl. No.	Description	Maximum Rate as terms and conditions of Bid Document/NIT	Quoted Consultancy fees by Bidder (In %	
			in %	in word
<b>Stage-I</b>	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)
<b>Stage-II</b>	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)
<b>Stage-III</b>	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**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Western Coalfields Limited 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 the First Part and M/s. ....  
.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced 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, subsidiary 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) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

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 CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ 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 CMD, Subsidiary Companies and recuse himself / herself from that case.

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ 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 CMD, Subsidiary Companies 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 CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such 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, Subsidiary Companies.

#### Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a 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 -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**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. alongwith 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 exciding 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 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”**: 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 the 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/Subsidiary, with the Competition Commission of India.
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.