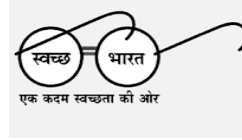


TENDER DOCUMENT
FOR
PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES
For
Development of Eco-parks at 09 (Nine) different Areas of CCL



CENTRAL COALFIELDS LIMITED
(A Mini Ratna Co. & Subsidiary of Coal India Limited)
CIVIL ENGINEERING DEPARTMENT
Darbhanga House, Ranchi,
Jharkhand – 834001
Ph:0651-2360129,
e-mail: gmcivil.ccl@coalindia.in

सी.सी.एल.
सेंट्रल कोल्फील्ड्स लिमिटेड
कोल इंडिया की अनुषांगी), एक मिनी रत्न कम्पनी
दरभंगा हाउस, राँची-834001
असैनिक विभाग
फोन: 0651-2365206, 2365271
ईमेल: gmcivil.ccl@coalindia.in,
वेबसाइट: <http://www.centralcoalfields.in>



C.C.L
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(A Miniratna Subsidiary Company of
Coal India Limited)
Darbhanga House, Ranchi
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E-TENDER NOTICE

NIT No: CCL/GM(Civil)/PMC/2021/ 710

Dated: 28.12.2021

CCL intends to engage a Project Management Consultant (PMC) for **DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL** from concept to commissioning. Brief scope of work of PMC includes Surveying and Planning, Comprehensive Engineering/Agro-Engineering Design, construction management from concept to commissioning for completion of the scope of works including appropriate planning for making it self-sustainable as detailed in bid document. The PMC shall be selected on the basis of their technical score achieved and rate quoted by them. The Estimated project Cost for proposed project is approx. Rs. 60.54 crores. The details of the proposed locations and extent of area to be developed are mentioned in bid document.

Tenders in two (02) bid system are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible bidders - Public Sector Undertaking, Government Organisation, Government agencies and Government Institutions (Centre or State) having valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for

Description	Tentative Estimated Cost of Project including GST	Estimated Lump Sum service charge for PMC including GST	EMD	Completion Period
Providing project management consultancy (PMC) services for DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL from Concept to Commissioning.	Rs 60.54 crore	Rs. 3.20 Crore	NA	(i) Construction period - 365 days (ii) maintenance period (including 1 year of Self Sustainable Period) - 1825 days (Total period – 2190 days)

Note: The contract period for this project will be of 6 years.

(a) The period for development of 09 (Nine) eco parks shall be 365 days.

(b) The maintenance period will be of 5 years after construction period which includes self-sustainable period for one (01) year without incurring any additional Revenue expenditure after expiry of construction period of 365 days and maintenance period of four (04) years.

1. TIME SCHEDULE OF TENDER :

SN	Particulars	Date (dd/mm/yyyy)	Time (HH:MM)
1	Tender e-Publication Date	30.12.2021	15:00 hours
2.	Document Download Start Date	31.12.2021	10:00 hours
3	Document Download End Date	05.02.2022	17:00 hours
4	Date of Pre Bid meeting	07.01.2022	11:00 hours
5	Bid Submission Start Date	13.01.2022	10:00 hours
6	Bid Submission End Date	05.02.2022	17:00 hours
7	Start Date for Seeking Clarification Online	31.12.2021	10:00 hours
8	Last date for seeking Clarification Online	30.01.2022	17:00 hours
9	Technical – Bid Opening Date	07.02.2022	11:00 hours
10	Financial- Bid Opening date	To be notified later for those bidders who have been considered qualified in their Technical Bid.	

- i) For detailed e-tender notice and online submission, visit <https://coalindiarenders.nic.in>
- ii) The bid documents will also be available on our website www.centralcoalfields.in, and govt. website www.eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no application fee.
- iii) For online submission of tender the bidders will have to upload all the confirmatory documents as prescribed in the NIT in Cover-I only.
- iv) Technical Bid will be evaluated on the basis of documents uploaded and the qualifying criteria detailed in the Tender Document. Financial bid of only those bidders who will be declared qualified, will be opened after due intimation.

General Manager (Civil)/HoD
CCL, Ranchi

Copy to:

1. Director(F), Director(T) Operation, Director(T)P&P, Director (P), / CCL, Ranchi
2. CVO, CCL, Ranchi
3. TS to CMD, CCL, Ranchi
4. GM - All Areas of CCL
5. Independent External Monitor - Sri Devendra Kumar Pathak, IPS (Retd.)
1/G4, Amrapali Sapphire, Sector – 45, Noida, UP, PIN – 201303
6. GM(P&P), CCL, Ranchi
7. GM(Environment), CCL Ranchi
8. GM(Civil)/Road & IC ; GM(Civil)/Welfare, CCL, Ranchi
9. GM(Fin), CCL, Ranchi
10. GM (System), CCL, Ranchi.
11. Staff Officer (Civil)- All Areas of CCL
12. HOD, Public Relation, CCL, Ranchi.
13. The Secretary Mines and Geology, Govt. of Jharkhand, Nepal House, Doranda, Ranchi – 834 002.
14. Federation of Jharkhand Chamber of Commerce & Industries, Chamber Bhawan, Chamber Path, Main Road, Ranchi – 834001
15. NOTICE BOARD.

DISCLAIMER

This document has been prepared by Central coalfields Limited. The information is provided only to Public Sector Undertaking, Government Organisation, Government agencies and Government Institutions (Centre or State) who are interested to submit their bid for the selection of a Project Management Consultant (PMC) to provide “DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL.”

The purpose of this Tender document is to provide the bidders with the information to assist the formulation of their proposal. This Tender document does not purport to contain all the information that each bidder may require. This RFP document may not be appropriate for all persons/parties and it is not possible for CCL to consider the business / investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.

Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. CCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their bid. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil conditions, investigation report, existing works if any connected to the work, drawings connected to the work if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for PMC. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices. The Bidder, in preparing the bid, may rely on the Survey Report, Architectural Drawings and other details referred to in the contract data, supplemented by any information available to the Bidder. The bidder is expected, before quoting his rates, to go through the requirement of all inputs, specifications and conditions of the RFP document.

2.0 Definitions

Unless context or consistency demands otherwise, the following terms shall have the meaning assigned to them as under:

- 2.1 **Client** shall mean the **Central Coalfields Limited (CCL)** and shall include their legal representative, administrators, successor and permitted assigns, hereinafter called as owner.
- 2.2 **PMC** shall mean the Project Management Consultant engaged by the Client/CCL/Owner, hereinafter called as **Agency**.
- 2.3 **Authorized Representative** shall mean the representative of Project Management Consultant.
- 2.4 **Projects** shall mean “**DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL**”
- 2.5 **Services** shall mean the Surveying and Planning, Comprehensive Engineering/Agro-Engineering Design, construction management from concept to commissioning and Project Management Consultancy services to be rendered by the PMC.
- 2.6 **Contractor** means the contractor or contractors or suppliers or Executing Agency deployed by the Agency (PMC) for the work or any connected work, including the PMC itself in case any work is done directly by the Executing Agency.
- 2.7 **Completion** means when the Building(s)/ Structures(s) are complete in all respects along with associated services i.e. ready to occupy, making operational for utility and are finally handed over to the Employer.
- 2.8 **CTE** means Chief Technical Examiner, Central Vigilance Commission, Government of India.
- 2.9 **CVC** means Central Vigilance Commission, Government of India.
- 2.10 **CAG** means Controller Auditor General, Government of India.

3.0 Eligible Bidders:

Public Sector Undertaking, Government Organisation, Government agencies and Government Institutions (Central or State) are eligible for bidding AS PER BID DOCUMENT.

4.0 Scope of Work of PMC:

Key features and amenities required to be developed for the proposed Eco-parks is as below.

1. Development of Green Houses, theme based garden and Nursery etc.
2. Landscaping, horticulture, floriculture, any suitable revenue generating endemic plantation including 5 years maintenance
3. Development of ecosystem by adopting suitable measures like honey bee farming, fish farming, food processing plant etc.
4. Provisions of Rainwater harvesting, Bio-Compost/Vermicompost and installation of solar panels

5. Soil protection with jute netting and gabions as per the requirement
6. Civil construction such as toilets, guard rooms, office rooms, canteen and sale counter along with boundary fencing, drains, pathways etc. All construction should be based on eco-friendly practices.
7. Electrical works – Appropriate Illumination of whole park.
8. Any other activities/works required to achieve a self-sustainable Eco-Park.

The broad scope of the works to be undertaken by PMC shall be:

1. Surveying, Planning, Design and Engineering of the project from concept to commissioning. PMC will have to ensure a Cost Effective and Eco-friendly solution for development of Eco-Park
2. Obtaining statutory approvals for design and drawings wherever applicable.
3. Project Management and Construction supervision as per design requirements by calling tender and follow CVC guidelines.
4. Obtaining completion / occupancy certificate if applicable.
5. Handing over the facilities to Client.
6. PMC will have to implement a long-term planning through MOU route with a vision to make the Eco-Park self-sustainable without incurring any additional expenditure after expiry of development & construction period of 365 days and part maintenance period of 1460 days i.e. after 5 years from date of start of work.
7. PMC will have to educate and propagate the agricultural technical know-how among the local farmers for their benefits.
8. PMC shall explore the possibility of providing saplings of flowers, shrubs etc. to all areas of CCL which are to be used for beautification of office complex, guest houses, parks, rest houses etc. 50% of the total saplings produced by the developed Eco-parks shall be supplied to CCL free of cost.
9. PMC shall explore the possibility of mine closure plan.
10. PMC will have to facilitate Eco-tourism in co-ordination with State tourism Department

The details of 09 areas where the proposed Eco parks are to be developed are as below:

SN	Name of Area	Proposed area (Hectare)	Preliminary estimated cost (in Rs) (inclusive of GST@18%)
1	B&K	2.38	1,13,93,167.65
2	Barkakana	1.60	76,59,272.37
3	Barka-Sayal	15.40	7,37,20,496.54
4	Dhori	23.88	11,43,14,640.09
5	Hazaribagh	25.00	11,96,76,130.75
6	Kathara	19.10	9,14,32,563.89
7	NK	6.00	2,87,22,271.38
8	Piparwar	21.12	10,11,02,395.26
9	Amrapali & Chandragupta	11.99	5,73,96,672.31
TOTAL		126.47	60,54,17,610.24

NOTE: The total Cost including GST for development of Eco-Parks at 09 different areas of CCL shall not exceed Rs. 60,54,17,610.24.

5.0 DURATION OF APPOINTMENT:

The contract period for this project will be of 6 years.

a)The period for development & construction of Eco park shall be 365 days.

(b) The maintenance period will be of 1825 days (5 years) after development & construction period which includes 1 year of self-sustainable period in which the PMC will have to run the Eco-Park as self-sustainable for 365 days (1 year) without incurring any additional expenditure after expiry of development & construction period of 365 days and part maintenance period of 1460 days (4 years).

The above will be considered from the date of appointment of PMC which **may be extended for further period till completion of the project, if required** as per terms & conditions of the MoU. However the owner reserves its rights to rescind the said PMC services at any point of time before expiry of the contract period, without assigning any reason.

6.0 Bid Conditions

The Estimated project Cost is Rs.50.13 Crores approximately excluding Goods & Service Tax (GST) and Rs.60.54 Crores approximately inclusive of 18% GST.

The Bidders shall provide their services for maintenance of the completed Project as PMC for a period of 1460 days (4 years) after completion of development construction of the Eco Park and further for a period of 365 days (1 year) after completion of maintenance period 1460 days (4 years) in which the Eco Park will be self-sustainable.

- 6.1 Client reserves to itself the authority to reject any or all of the bids received and change the scope of the PMC's work/ works to be completed without assigning any reason. The Client also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 6.2 The list of works to be executed is indicative. However, other works not included in the list but required for completion and operation of the project may be considered as included in the scope of the work.
- 6.3 The offer, in which any of the prescribed conditions are not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 6.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 6.5 The offer shall remain valid for acceptance for a period of 180 days from the date of opening of 'Bids'.
- 6.6 Bidder must ensure before submitting the bid that the bid documents is digitally signed by the authorized representative of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of acceptance (LOA)/ Award, shall sign the MoU within 28 days from date of issue of LOA/Award.
- 6.7 To obtain first hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed of local conditions and to take these into account while preparing their bids. For Site visit of location of work, the prospective bidder(s) may contact GM(Civil)/HoD, CCL Ranchi Mob. No.: 8987784139

7.0 Pre-bid meeting and Clarifications:

The purpose of the pre-bid meeting is to clarify queries and to answer questions regarding the NIT/Bid document. Interested applicant may like to attend the pre-bid meeting which will be held at Office of General Manager(Civil), CCL HQ, Darbhanga House, Ranchi on 07.01.2022 at 11:00 AM and/or through

Video Conferencing, link for which will be provided later. Interested Bidders shall intimate the Company about their participation for Pre-Bid meeting and send their queries prior to the Pre-bid meeting through email to gmcivil.ccl@coalindia.in before 06.01.2022 up to 05:00 PM (date & time). No queries raised beyond the stipulated date and time or any verbal/written queries raised during the pre-bid meeting will be entertained. The Queries sent through email within the stipulated date and time will only be taken up for discussions during the pre-bid meeting. The decisions/replies to the queries will be intimated during the conduct of pre-bid meeting itself and the decision of the Competent Authority of the CCL will be final and binding for all purposes. No query of any form will be entertained or agreed after the pre-bid meeting. The minutes of the pre-bid meeting will be published in the website www.coalindiatenders.nic.in in which will be available under the link Corrigendum. The same will become a part of the tender document and the contract agreement

8.0 Submission of Bid

Bids are to be submitted in two parts i.e. (i) Technical Bid and (ii) Financial Bid (Price Bid) upto the date mentioned as per time schedule of tender in NIT.

Part (I) – Technical Bid

Part (I) – Technical Bid shall consist of the following:

- (a) Letter of Bid : As per annexure A;**
- (b) Details of bidding agency as per annexure 'B';**
- (c) Proof of Agencies that they are Public Sector Undertaking, Government Organisation, Government agencies and Government Institutions (Centre or State);**
- (d) Organizational Strength: In the format as per annexure 'C';**
- (e) Relevant Experience: Completion certificate issued by client/ owner indicating actual date of completion and completion value as per annexure 'D';**
- (f) Copy of PAN Card**
- (g) Copy of GST registration certificate;**
- (h) Copy of authorization for signing and submission of bid and Authorization for using Digital Signature Certificate (DSC)**
- (i) Copy of e- mandate for electronic transfer of funds in the format as per annexure 'E'**
- (j) Financial Capability**
 - (i) Average Annual Financial turnover in last five financial Years: Financial Turnover certificate (with UDIN no.) for the last 5 (five) financial years issued by a Practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India**
 - (ii) Average Annual Profit (PAT) in last five financial years: Certificate (with UDIN no.) issued by a Practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India.**
- (k) Integrity Pact in the format as per annexure 'F'**

Part (II) – Financial Bid

Part (II) – Financial Bid is to be submitted in the Price- Bid cover. The price bid containing the “Bill of Quantity” in .xls format will be downloaded by the bidder and he will quote rates for all the items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover- II. The price- bid will be in Item Rate BOQ format and the bidder will have quote for all the tendered items. The price- bids of the tenderers will have no conditions. The price- bid which is incomplete and not submitted as per instructions given above will be rejected.

The Agency charges will be inclusive of all costs, but excluding GST for Providing Comprehensive Engineering Design and Project Management Consultancy (PMC) Services and shall be quoted on **Lump Sum**

basis (not on percentage basis), in figures digitally signed by the Authorized Signatory in the prescribed format provided.

The project cost as mentioned above are likely to vary on account of change in activities or updation of the cost of activities/works. The Agency service charges will be quoted on Lump Sum basis irrespective of Actual Project Cost/ the actual award or completion value of the works. GST as applicable shall be paid extra.

Client shall reimburse/pay all expenditures related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

9.0 Eligibility Criteria:

A. The Agencies who fulfil the following minimum eligibility requirements shall be eligible to apply.

Bidder should have satisfactorily **completed the similar works*** mentioned below during the last Seven years ending last day of month previous to the one in which bid applications are invited i.e. (eligibility period).

- (i) Three **similar completed works** each costing not less than Rs. 24.00 Crores,
OR
- (ii) Two **similar completed works** each costing not less than Rs. 30.00Crores.
OR
- (iii) One **similar completed work** costing not less than Rs 48.00 Crores.

***Similar work:** Similar work shall mean- **"PMC services for concept to commissioning of Ecological Park/Plantation works/ Landscaping Works/ Ecological Restoration works" OR "Turnkey Contract(s) from concept to commissioning of Ecological Park/Plantation works/ Landscaping Works/ Ecological Restoration works " OR "EPC Contract(s) from concept to commissioning of Ecological Park/Plantation works/ Landscaping Works/ Ecological Restoration works "**.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

B. **Average annual financial turn over** should be at least **30 % of the estimated cost** during the last 3 financial years ending 31st March'2021.

Financial turnover of 3 years furnished by the bidder shall be updated adding 5% for each completed year (total number of days/ 365) after the end of the respective Financial Year (i.e. 31st March) till the last date of the month previous to the one in which the e- tender has been invited.

The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the calculating the value of each qualifying experience or Financial Turn- Over.

10.0 Evaluation Criteria

10.1 Opening of Bid

Tenders (Cover- I) will be decrypted and opened online by "Bid Openers" with their digital signature certificates on the prescheduled date &time of Tender Opening.

In case of number of bids received are less than three, extension of Tender submission date, four days will be done automatically by the system.

This extension will be also applicable in case of receipt of zero bid.

10.2 Technical bid

The Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness and by applying the evaluation criteria, bid shall be evaluated as under:

S. No.	Criterion	Evaluation Criteria
A.	Organizational Strength	30 marks
(i)	Presence of in-house professionally qualified staff in the CPSU in following indicative categories:	
	<ul style="list-style-type: none"> ▪ Horticulturist/Agriculture Engineer 15 marks 	Horticulturist/Agriculture Engineer (Min. Qualification-Graduate or equivalent) <ul style="list-style-type: none"> ▪ Above 7 Graduates: 15 marks ▪ In Between 5 to 7 Graduates: 11 marks ▪ In Between 2 to 5 Graduates: 8 marks
	<ul style="list-style-type: none"> ▪ Civil Engineer 8 marks 	Civil Engineer (Min. Qualification - B. Tech or equivalent) <ul style="list-style-type: none"> ▪ Above 10 Engineers: 8 marks ▪ In Between 5 to 10 Engineers: 5 marks ▪ In Between 3 to 5 Engineers: 3 marks
	<ul style="list-style-type: none"> ▪ Architect 7 marks 	Architect : (Minimum Qualification – B. Arch) <ul style="list-style-type: none"> ▪ Above 5 Architects: 7 marks ▪ In Between 2 to 5 Architects: 5 marks ▪ In Between 1 to 2 architects: 3 mark
B	Relevant Experience:	40 marks
(i)	Experience in similar PMC works during last seven years: Value of projects successfully completed 40 marks	(i) 60% marks for minimum eligibility criteria ii) 70% marks for more than Rs. 48 Crores & Upto Rs. 60 Crores. iii) 80% marks for more than Rs. 60 Crores & Upto Rs. 70 Crores. iv) 90% marks for more than Rs. 70 Crores & Upto Rs. 80 Crores. (v) 100% marks for more than Rs. 80 Crores. <i>Details of projects should be furnished by the bidder in a separate Annexure to be enclosed with this.</i>

S. No.	Criterion	Evaluation Criteria
C	Financial Capability	20 marks
i)	Average Annual Financial turnover in last five financial Years. 15 marks	(i) 60% marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis Audited financial results of all relevant years and summary to be submitted. For the purposes of financial turnover, turnover given in the balance sheet shall be taken into account.
ii)	Annual Profit (PAT) in last five financial years 5 marks	FY : 2020-21 – 1 mark FY : 2019-20 – 1 mark FY : 2018-19 – 1 mark FY : 2017-18 – 1 mark FY : 2016-17 – 1 mark Audited financial results of all relevant years and summary to be submitted. Note : In case of loss in any Financial Year, the marks for that FY will be treated as 0 (zero).
D	Approach and Methodology	10 marks
	Consultant Approach and Methodology to perform the Consultancy assignment / job	Marks to be allotted by Client's evaluation committee/ team on the basis of presentation made by the Bidders/Agencies on the following parameters: i. Understanding of the Scope of work: 2 marks ii. Technical approach and methodology: 2 marks iii. Work plan including PERT / CPM chart: 2 marks iv. Plan for developing Eco Parks and making it self-Sustainable - 3 marks. v. Overall presentation and reply to the queries: 1 mark
	Total (A to D) :	100 Marks

The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.

10.3 Technical Evaluation of Tender:

- a. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s). If it confirms to all of the information/ declarations furnished by the bidder then the bidder will be given a Technical Score (TS).
- b. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the

uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them within the specified period of 7 days. No further clarification shall be sought from Bidder.

- c. The evaluated Bid will be given a Technical Score (TS). The minimum technical score required to qualify technical evaluation is 60 Marks out of 100. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. CLIENT will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.

10.4 Financial Bid

The Financial Bids i.e. Part II will be considered for opening for only of those bidders who secure 60 marks and above in technical bid The qualified bidders will be notified the date and time of opening of the financial bid through the tender portal www.coalindiatenders.nic.in. The cost indicated in the Financial Bid shall be on lump sum basis and shall be reflecting the total cost of services and should be stated in INR only. The lump sum rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess.

The payment of GST and GST Compensation Cess by service availer (i.e. CCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor/PMC/EXECUTING AGENCY.

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

10.5 Financial Bid Evaluation

The Financial Bids will be considered only of those bidders who are eligible for opening of Financial bid as per clause 10.4 above. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

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

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

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor/PMC/EXECUTING AGENCY.

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

10.6 Award of contract:

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage-I) and the fees quoted by it in the financial bid (Stage-II) as detailed below:

- i. 30 % weightage will be considered for Technical Score (TS) obtained in the Technical bid.
- ii. 70 % weightage will be considered for the fees quoted by the bidder in the financial bid, this will be termed as Financial Score (FS).

Financial score of the proposals will be determined using the following formula:

$$FS = 100 \times (FL/F) \text{ Where,}$$

'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular applicant.

- iii. For the purpose of calculation of Composite Score (S) for each bidder, the weightage shall be 30 % for the Technical Score (TS) and 70% for Financial Score(FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.30 + FS \times 0.70$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer H1 would be successful bidder i.e. eligible for award of work.

- iv. However, in the event of tie at the top position between two or more bidders, the preferred bidder shall be selected on the basis of more technical competence i.e. bidder with more technical score (TS) shall be selected as preferred bidder. However, the preferred bidder shall be required to match the lowest price bid among the bidders forming the tie. If the preferred bidder does not agree to match the lowest price bid among the bidder forming the tie, the bidder having 2nd highest technical score

(TS) will be considered forward in the similar way with the lowest price bid among the bidders forming the tie.

11.0 INTEGRITY PACT

PMC and CCL will enter in to an integrity pact. Similarly PMC will also enter in to a similar integrity pact with their contractors/ suppliers/agencies.

Name, address and contact Number of the Independent External Monitor nominated for this tender:-

Sl. No.	Name	Address	Email Id
1.	Shri Devendra Kumar Pathak, IPS (Retd.)	1/G4, Amrapali Sapphire, Sector – 45, Noida, UP - 201303	pathak56515@gmail.com

12.0 Water and electric supply:

1. The contractors engaged on the job by the PMC shall arrange necessary electricity at his own cost for the work and his own establishment.
2. The contractor engaged on the job by the PMC shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes.

13.0 Submission of Bid:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

1. The bidders will submit their bid ONLINE on the website <https://coalindiatenders.nic.in>. No OFFLINE bid shall be accepted.
2. The bidders have to accept unconditionally the on-line User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the fact, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This User Portal Agreement will be a part of the NIT/ Contract Agreement.
3. In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
4. For online submission of tender the bidders will have to upload "Letter of Bid", all the documents as prescribed in the NIT.

Letter of Bid: - The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on bidder's letterhead and the scanned copy of the same will be uploaded during bid submission in cover- I. This will be the covering letter of the bidder for submitted bid. The content of the "The Letter of Bid" uploaded by the bidder must be same as per format downloaded from the website and it should not contain any other information.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

5. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

14.0 Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

15.0 Tender Status:

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

16.0 Seeking online clarification by bidder:

The bidder may seek clarification online within the specified period. The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarification given by the department will be visible to all the bidders intending to participate in the tender.

- 17.0 Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

18.0 Purchase Preference under 'Make in India' Policy for "Local supplier".

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

19.0 Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A joint venture where any member of the joint venture falls under any of the above.
- IV. "The beneficial owner" for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders may submit certificate in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to “restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries”

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Regarding registration with Competent Authority and exclusion from restriction, **Order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division** may please be referred.

20.0 JURISDICTION

This agreement is subject to the jurisdiction of Ranchi only and this shall be governed by Indian Laws.

TERMS & CONDITIONS OF ENGAGEMENT

1. RESPONSIBILITIES OF THE PMC

- 1.1 After selection of PMC a Memorandum of Understanding (MoU) will be signed as per format attached in the Tender document.
- 1.2 Subsequent to signing of the MoU, PMC shall prepare Detailed Project Report (DPR) including detailed estimates, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Client. While detailing the scheme, PMC shall provide only those requirements, decided mutually between the Client & the PMC.

NOTE: The total Cost including GST for development of Eco-Parks at 09 different areas of CCL shall not exceed Rs. 60,54,17,610.24.
- 1.3 DPR will be modified by the PMC if so required by the Client/ CCL.
- 1.4 After approval of final DPR, the PMC shall take possession of all encumbrances free site from the Client and shall nominate a responsible Engineer for execution of the project under intimation to the Client.
- 1.5 CCL will thereafter release 10% of the preliminary estimated value to PMC on submission of Corporate guarantee as initial advance which shall be deposited by PMC in a Flexi Bank Account and interest accrued thereof shall be credited to CCL and get adjusted proportionately as hereinafter provided.
- 1.6 Validity of the Corporate Guarantee shall not be less than six (06) years {Contract period}
- 1.7 PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Client.
- 1.8 PMC shall prepare the tender documents comprising the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders as per CVC Guide lines.
- 1.9 The PMC shall invite open tenders for award of the work. However the same will be monitored by the authorised representative of CCL.
- 1.10 PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- 1.11 PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
- 1.12 Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.\
- 1.13 The PMC shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the Construction activity.
- 1.14 During the various stages of execution, PMC shall submit monthly progress reports with site photographs
- 1.15 PMC shall strictly adhere to quality norms as per specification for various works as per standardisation and engineering practices in India. PMC shall also ensure adherence of the above stipulation by its contractor/ sub-contractor/ agencies engaged by them.
- 1.16 Extra items, deviation etc. if any beyond the scope of the approved design, drawing and technical parameters shall be executed/ carried out with due written consent of CCL.

1.17 The residential and office buildings should satisfy the Silver Standard of Green Building Construction OR GRIHA- 3 Star Rating in accordance to norms prescribed and settled by the statutory authority. This should be incorporated in the tender document floated by PMC with presumption that rates quoted by the executing agency includes the cost of the same and no additional payment for same will be made.

2. RESPONSIBILITIES OF THE CLIENT

- 2.1. The Client shall demarcate and make available the site for individual project free of all encumbrances or charges.
- 2.2. The Client shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Client shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- 2.3. Authorized person/persons of client may inspect and check the 'Development & Construction Work' from time to time to see that the works are being constructed as per drawings & specifications as provided in the approved Project. If during the inspection, any defects or variation without the written request/ consent of the Client are found shall be rectified by the Execution agency at their own cost.
- 2.4. Client shall release the funds/payments against bills/request of PMC to ensure that the progress of work should not be hampered due to non-availability of fund.
- 2.5. Client shall make/reimburse all the statutory payments to the local Government or any other statutory body or bodies relating to the project.
- 2.6. The owner/client may hand over the site in piecemeal. In case of delay in handing over of any part of site for any reason what so ever be, the client/owner will not be liable for any compensation on this account.

3. General Services to be provided by PMC:

- 3.1. The PMC will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the Project in accordance with approved project requirements, Specifications, Schedules, Budgets, Quality, Health Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, suitably communicated, filed and submitted to the Company for record.
- 3.2. PMC shall supervise all the works, check and certify all measurements and bills and make payment to the contractors. PMC shall keep the client informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by the Company.
- 3.3. PMC shall ensure that all project activities are in accordance with the latest National Building Codes (NBC), Indian Buildings Congress codes of practices, rules, regulations & norms of HRD, Govt. of India and relevant provisions of any other codes / manuals / circulars, CPWD & other Govt. of India guidelines, as required for planning, construction and operation and maintenance of the constructed facilities.
- 3.4. To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to the Company, all appointed consultants including their sub-consultants and all other individuals, agencies and organizations as may be deemed fit by the Company during the entire period of contract.
- 3.5. PMC shall be duty-bound to act on the directions of the Company in all project matters but the Company shall in no manner whatsoever is bound to act on the advice of PMC in any matter related to the project.

- 3.6. Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of the Company, highly qualified and well experienced experts / professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract, at their own cost and arrangement.
- 3.7. The status / designation / qualifications of the representative(s) of PMC who will be allowed to deal / interact with the Company and/or its representatives, the Architect, other consultants and designated committees / groups etc. shall be the matter of discretion of the Company; and the decision of the Company in this regard shall be final and binding on PMC.
- 3.8. PMC shall respond to the queries raised by the Company within 7 days or lesser time considering the nature of query and its impact on the project.
- 3.9. PMC may engage, at its own cost but with prior approval of the Company, the specialized sub-consultants, considered suitable, for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.
- 3.10. PMC shall be required to work in close coordination, provide requisite information and be available for meetings with the Architect and other persons / organizations associated with the planning, construction and operation and maintenance in all such matters as directed by the Company.
- 3.11. The decision of the Company will remain final in all matters and PMC shall be bound to execute such decisions to the satisfaction of the Company.

4. Support and Co-ordination services

- 4.1. PMC shall be required to organize, conduct, participate in all meetings regarding the project at any date, time and place as directed by the Company throughout the project period and prepare the minutes of meeting and issue the same after the approval of the Company.
- 4.2. The Company expects PMC to conduct routine monitoring and coordination meetings on daily and weekly basis at site / Company to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and the Company inputs on the work progress and to ensure monitoring of project implementation. The minutes of such meeting needs to be supplied to the Company.
- 4.3. PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to the Company and/or other agencies appointed by the Company, as and when desired by the Company.
- 4.4. PMC shall provide full coordination including required administrative / secretarial support and full assistance to the Company and / or other agencies appointed by the Company, in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent as and when desired by the Company, throughout the entire duration of the contract and without question or fail.
- 4.5. PMC shall brief the Company in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to the Company's notice, well in advance, all consequent necessary actions required keeping in mind the project milestones.

4.6. The Company, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this NIT, in the interest of timely and qualitative completion of construction works at the risk and cost of the PMC.

5. Pre-construction Stage:

5.1. Statutory Authority Approvals for the Project

- 5.1.1. The PMC will prepare a list of all applicable statutory approvals to be taken from statutory authorities for both commencement of construction work of the project and before hand over of the facilities of the project along with the documents required to be submitted for getting approvals, name and address of the concerned department, expected time required to obtain approvals, statutory fee details and submit to the Company and take action to acquire the approvals accordingly. All relevant drawings required to be submitted to the concerned authorities for obtaining statutory clearances / approvals shall be supplied by the Architect engaged by the PMC at the cost to be borne by the PMC. The Company will issue necessary official requests / letters wherever required. All the plans shall have to be accepted by the Company before submission for statutory approvals.
- 5.1.2. The PMC shall obtain all statutory approvals from statutory authorities for both commencement of construction work of project and occupancy certificate before hand over of the facilities of the campus. The statutory fees towards the same will be reimbursed by the client after submission of original receipts.
- 5.1.3. The PMC shall obtain approvals for Civil & Structural drawings, Eco-park plans and construction clearance from Municipal Competent authorities and other local bodies - water supply connection, electric supply connection, environment & pollution clearance, chief controller of explosives, fire department, civil aviation department, building bye-laws, occupancy certificate, NOC from lift inspector etc., Sports Authority of India or any other statutory bodies, as the case may be, with related to construction/completion and commissioning of the project. The statutory fees towards the same will be reimbursed by the client after submission of original receipts.
- 5.1.4. The PMC shall also be liable to follow the guidelines/rules in accordance with DGMS rules/Mines Rule or any statutory body related to mines regulation.
- 5.1.5. All expenditure on the account as deliberated under 5.1.3 along with third party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC.

5.2. Design support by PMC:

- 5.2.1. Ensuring adherence of design to energy efficiency of the infrastructures of Eco-park and other best practices of eco-park design;
- 5.2.2. Civil and Structural design and engineering of all the buildings/components of the Project. PMC will be responsible for the soundness of the civil and structural design under the scope of work for eco-park.
- 5.2.3. Design of various civil, structural, mechanical, electrical and communication systems in-house or may engage the well qualified specialist or consultants at its own cost with the approval of the Company for design/approval of following services: -
 - 5.2.3.1. Development of Green Houses, theme-based garden and Nursery etc.
 - 5.2.3.2. Landscaping, horticulture, floriculture, any suitable revenue generating endemic plantation including 5 years maintenance
 - 5.2.3.3. Development of ecosystem by adopting suitable measures like honey bee farming, fish farming, food processing plant etc.

- 5.2.3.4. Provisions of Rainwater harvesting, Bio-Compost/Vermicompost and installation of solar panels
- 5.2.3.5. Soil protection with jute netting and gabions as per the requirement
- 5.2.3.6. Civil construction such as toilets, guard rooms, office rooms, canteen and sale counter along with boundary fencing, drains, pathways etc. All construction should be based on eco-friendly practices.
- 5.2.3.7. Electrical works – Appropriate Illumination of whole park
- 5.2.3.8. Park automation systems
- 5.2.3.9. Accessible features for persons with disabilities
- 5.2.3.10. Preparation of foundation plans; construction drawings etc.,
- 5.2.3.11. Fire- fighting system.
- 5.2.3.12. Security systems.
- 5.2.3.13. Plumbing, sewage and sanitation, waste management system (PHE), Rain water harvesting etc.
- 5.2.3.14. PMC is encouraged to develop Centre of Excellence (in a particular field related to Eco-system rehabilitation) for at least 2 parks being developed by them.
- 5.2.3.15. Any other facility required for the smooth functioning of the Eco-Park.

5.3.Preparation of detailed estimate of the Project

- 5.3.1. Based on the approved architectural drawings submitted by the Architect detailed estimate of the Project shall be prepared by the PMC.
- 5.3.2. The DPR/detailed estimates will be based on the latest CPWD DSR (Delhi Schedule of Rates) as the guidelines for the respective works and non-schedule items on the basis of market rates supported with proper analysis of rates of labour and material as per CPWD/Govt. of India norms. The PMC shall be fully responsible for the accuracy and sufficiency of the estimated quantities and cost, the estimated time for completion, the detailed nomenclature of items along with the specifications, tender drawings, and General and Specific conditions of the contract. The PMC shall ascertain the overall correctness of the tender documents before those are issued to tenderers.
- 5.3.3. Preparation of bid documents i.e. bill of quantities, Contract Conditions for various works etc., the selection of the Contractor for the execution of the project.
- 5.3.4. The bidding document shall be prepared with an objective to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while awarding the construction work to a construction agency.
- 5.3.5. Selection of the contractor will be based on open competitive tendering process.

5.4.Appointment of the Contractor

- 5.4.1. The PMC will publish/upload the tender notice in various newspapers/ websites for adequate publicity of the tender.

- 5.4.2. The tenders shall be invited through e-tendering. All the process of e-tendering shall be carried out by the PMC.
- 5.4.3. The PMC, along with the Architect and the Company, will solicit and conduct pre-bid meeting with the prospective bidders. The PMC, Architect along with the team of sub-consultants, if any of the respective fields, will be available for discussion in person with the prospective bidders as required during the pre-bid meeting.
- 5.4.4. Site visit for prospective bidders will be arranged by PMC and also attended by representative of the Architect.
- 5.4.5. The Govt. of India, CVC guidelines for entire e- tendering process till the award of work shall be followed.
- 5.4.6. Similarly the PMC shall also carry out the tendering process for the finalization of other works/services related to project work of different disciplines.
- 5.4.7. The PMC shall be the Member Secretary of all the meetings between the contractor(s) and the Company.

6. Development and Construction Stage:

6.1. General Services

- 6.1.1. Review the detailed work programme, suggest modifications, if any and approval of the work programme of the Contractor appointed for the execution of work in consultation with the Company keeping in view the overall interest of the project.
- 6.1.2. Review and approve the Construction Methods proposed by the contractor(s) for carrying out the works to ensure that these are satisfactory with the technical requirements, project implementation schedule and environmental aspects as well as safety of workers, personnel and the general public.
- 6.1.3. Review and ensuring conformity of Contractor's securities of the contracts in approved formats.

6.2. Construction Supervision & Technical Support

- 6.2.1. Regularly interact with the Architect, Contractors and Client/ CCL to resolve all issues related to project execution before the construction and during the construction till handing over of works.
- 6.2.2. Preparation and release of good for construction drawings to the satisfaction of the Company and to ensure that extra items are minimized.
- 6.2.3. Arrange for clarifications and/or resolution of conflicts pertaining to construction drawings, specifications and engineering problems.
- 6.2.4. Approve or arrange to approve by the consultants, of suppliers and contractors drawings and documents for equipment and services installations, as required.
- 6.2.5. Approve or arrange to approve by the consultants, of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.

- 6.2.6. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the approved drawings.
- 6.2.7. Carry out regular inspection of the Contractor's equipment, plants, machineries, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract and Government's instructions in this regard.
- 6.2.8. To check/supervise the quality of materials and/or work for approval or disapproval of the same.
- 6.2.9. Suggest modifications / revisions in the contractor's execution method, material sources etc.
- 6.2.10. Maintain records, working / as built drawings, test data, details of variations, correspondence and diaries.
- 6.2.11. PMC shall assist the Company for the identification of areas for material storage, identification of areas for plant & machinery required for the Project.
- 6.2.12. In case of any discrepancies, PMC shall bring the same to the notice of the Company and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek the Company's approval for any such changes before implementation at site.
- 6.2.13. Inspect the works on substantial completion before handing over to Company and report to Company on any outstanding work to be carried out by the contractor during the Defect Liability Period.

6.3. Project Quality Assurance/Quality Control

- 6.3.1. PMC shall perform all duties of quality assurance of works and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications or materials and workmanship, adopted QA/QC and Health, Safety and Environment (HSE) procedures, applicable relevant standards and codes and sound engineering practices.
- 6.3.2. PMC shall ensure suitable and sufficient tests on materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling, supervision and vetting of field tests carried out by the contractors. PMC may also carry out independent tests as necessary, as and when desired by the company, for quality assurance of the works at contractors own cost. PMC shall maintain completed records of all test results including supplier's material tests.
- 6.3.3. PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.
- 6.3.4. PMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods / BIS provisions. Moreover, PMC will not be discharged of their responsibility to get the defects rectified.
- 6.3.5. PMC shall check that various products guarantees are available for sufficient period.
- 6.3.6. PMC shall conduct monthly technical quality audit in co-ordination with the Company. Review the contractor's testing laboratory at the site, testing and manning facilities available and assess their

adequacy for proper and due execution of works. In case facilities are found to be inadequate / deficient for the proposed works, the PMC shall suggest appropriate augmentation of such facilities. However, in the meantime, the PMC can get the required test done from the established / recognized laboratories from such Technical Institutes which have facilities at the expense of the contractor.

6.3.7. For the purposes of independent testing, wherever required, all materials/ equipment shall be sent for testing / calibration to the Laboratories that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).

7. PAYMENT TERMS

- 7.1 PMC shall work on “Cost + Lump Sum service charges basis” for this project on behalf of Client and shall be paid the actual executed cost of work plus the proportionate service charges thereon for Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services (to be mutually agreed). Agency charges shall not be paid on GST levied rather on actual cost of the work. The PMC shall ensure raising of Tax Invoice for actual cost of work, so that input Tax Credit can be availed by the owner as per rule. GST on actual cost of work will be payable extra. Any other Tax levied by the Government after award of work by PMC to executing agency or to PMC will be paid extra. If the actual cost of the work excluding GST is equal to or more than the estimated tendered Project cost exclusive of GST, then the maximum service charge toward Project Management Consultancy shall be limited to lumpsum charge quoted by the PMC during his / their bid submission excluding GST. However, if the actual cost of work excluding GST is less than the estimated tendered Project cost excluding GST, then the lumpsum charge as quoted by the PMC during bid submission will be reduced proportionately.
- 7.2 The expression ‘actual cost’ of works shall include the following:
- 7.2.1 All the final payments made to the contractor(s), supplier(s), executing agency as agreed upon in the tender for the construction of all the buildings, services, structures, related facilities etc as per scope of work.
- 7.2.2 All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Client .
- 7.2.3 All liabilities of the PMC payable to the contractors/ Sub-Contractors, suppliers and other executing agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- 7.2.4 All liabilities arising out of any court decree or arbitration award and /or any additional costs emerging due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the Client in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges. However PMC would consult the owner before engaging/hiring any Sr. Advocate of outstation Ranchi.

This Sub-Clause 7.2.4 only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Client and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although the costs referred to in this sub clause will come under actual costs and therefore be borne by the Client, the same shall not be taken into account for the purpose of calculating the Service charges except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project works.

NOTE: The total Cost including GST for development of Eco-Parks at 09 different areas of CCL shall not exceed Rs. 60,54,17,610.24.

7.3 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by the Client to local Government or any other statutory body or bodies for getting approvals for the project etc.

7.4 The payments by the Client shall be made by transfer of funds in a bank account of PMC or through e-Transfer.

7.5 Bank interest accrued on the deposits/advance shall be passed on to the Client.

7.6 CCL will release 10% of the approved Detailed Project Report (DPR) cost including GST to the PMC on submission of Corporate Guarantee as initial advance which shall be deposited by the PMC in a Flexi Bank Account and interest accrued thereof shall be credited to CCL and get adjusted proportionately as hereinafter provided.

The expenditure incurred thereafter towards carrying out the works of the projects shall be adjusted from the initial advance. When 80% of the initial advance is utilized, the PMC shall submit the utilization certificate. Further advance as per utilization certificate will be paid / released to the PMC to make total advance 10% of the approved Detailed Project Report (DPR) cost. The procedure of release of fund shall be repeated whenever 80% of the total advance paid to the PMC is utilized and utilization certificate is submitted by the PMC.

The utilization certificate should be supported by authenticated documents including statement of priced quantities executed and payments made to the various persons / parties including contractors / sub-contractors / agencies / vendors engaged by the PMC for the project cost (excluding GST) plus the proportionate service charges due to the PMC for the part of work executed by them. Agency charges shall not be paid on GST rather on actual cost of the work. GST on actual cost of the work will be payable extra.

7.7 For payment of the Project Cost + Lump Sum service charge against execution of PMC works, paying authority for development of Eco-park at each Area shall be **Area Finance Manager of corresponding Area**.

8. COMPLETION OF THE PROJECT

8.1. The role of the PMC shall continue till the end of the maintenance period of 5 years.

8.2. The date of start of the work shall be reckoned from the 15th day after the date of issue of LOA or signing of Agreement/MoU or handing over the site or approval of final DPR by the statutory authorities whichever is later.

8.3. The work for Development of Eco-park shall be completed in all respect within a period of 365 days decided upon from the date specified in Clause 8a above. The maintenance period will be of 1825 days (5 years) after development & construction period which includes self sustainable period of 365 days in which the PMC will have to run the Eco-Park as self-sustainable for 365 days (1 year) without incurring any

additional expenditure after expiry of development & construction period of 365 days and part maintenance period of 1460 days (4 years).

- 8.4. The PMC shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the owner against effect of non-observance of any such laws.
- 8.5. The PMC shall submit completion report with drawings, warranty & guarantee certificates of equipments' including maintenance schedules to the Client within 60 (Sixty) day of completion of work.
- 8.6. The defect liability period of this project or the Self Sustainable period for Eco-Park shall be after expiry of development & construction period of 365 days and maintenance period of 1460 days (4 years). PMC shall be responsible for satisfactory rectification of defects.

9. LIQUIDATED DAMAGES

PMC shall be required to complete the Development & construction of project within the period stipulated in this Agreement. In case of delay, which may occur due to the reasons beyond the control of PMC would approach the Client with full details for extension in time limit for completion of the works.

In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.5 % (Zero point five percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the Client.

If the delay in completion is solely attributable to the PMC, PMC shall be liable to pay as damages to 'CLIENT' a sum calculated @ 0.5 % (Zero point five percent) of Lump sum Agency charges for each week of delay subject to a maximum of 10% (ten percent) of the Lump sum Agency Charges.

The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s) but with consultation/advice of client.

Any compensation levied by the PMC due to non-fulfilment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Client.

For Self -Sustainable Period: PMC will have to make the Eco-park self-sustainable after expiry of development & construction period of 365 days and maintenance period of 1460 days (4 years). PMC will have to provide audited reports in support of self-sustainability of the Eco-Parks after expiry of development & construction period of 365 days and maintenance period of 1460 days (4 years). In case, PMC fails to achieve the self-sustainability, PMC shall be liable to pay as damages to 'CLIENT' a sum calculated as difference between annual expenditure incurred and annual revenue generated for the self-sustainable period of 365 days (12 months) subject to a maximum of 10% (ten percent) of the Lump sum Agency Charges.

10. Extension of Contract Period

In case, the PMC successfully runs the Eco-park as self-sustainable for a period of one year after expiry of development & construction period of 365 days and maintenance period of 1460 days (4 years), CLIENT may increase the contract period further on mutually agreed terms and conditions.

11. FORCE MAJEURE

The PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Client' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.

PMC shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Client on this account. The PMC shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by the PMC to The Client. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

12. ARBITRATION

In the event of any disputes or difference between the Company and the PMC relating to the interpretation and application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions.

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or GM/HoD(C), CCL. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

In the event of non-resolution of the dispute the same shall be referred to Alternative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in the DPE OM No. dated 22-05-2018. The provisions of Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the AMRCD shall be binding upon the parties to the dispute provided.

All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be borne by the 'Client'. However, the PMC shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s). The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the Client. The Arbitration/ Court cases shall be contested by the PMC on behalf of the Owner/client and necessary fees and expenditure shall be borne and paid by the Client. However, the PMC will take prior approvals of replies/counter claims/documents to be filed from them for the client. In case of any dispute and differences arising out of contracts for any work between the PMC and executing agency contractor, the PMC and the executing agency will endeavour their best to settle their disputes amicably. In case of not arriving at any settlement and dispute and differences continue to persist, the PMC will refer the representation and the disputes/ differences/claims of the executing agency to CMD, CCL for appointment of Sole Arbitrator or Arbitral tribunal consisting of 3 Arbitrators at the discretion of CMD, CCL depending upon the quantum and nature of claim for adjudication of the disputes in accordance to Arbitration and conciliation Act 1996. The fees and charges of such arbitration will be shared equally by the PMC and the executing agency.

13. Excepted clauses-

- i) No interest will be admissible and payable on any amount withheld under this contract.**
- ii) No interest will be admissible and payable on any amount under any head /item awarded by Arbitrator.**
- iii) No claim will be entertained or admissible or adjudicable for Idle manpower, Idle machineries, any direct or indirect overhead charges, towards loss of turnover, towards loss of profit whether or not responsibility is attributable to Owner/CCL.**
- iv) No claim will be entertained or admissible or adjudicable on any direct or indirect loss for site and its overhead expenses.**
- v) PMC will incorporate the above sub clauses 15(i),(ii),(iii) &(iv) in the Tender document, which will be floated by them for engaging contractor/executing agencies.**

ANNEXURES.

LETTER OF BID

From:

To,

General Manager (Civil)/HoD
Central Coalfields Ltd.
Darbhanga House, Ranchi- 834029

Sub: Submission of Bid for Project Management Consultancy Work for DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL.

Sir,

Having examined the details given in bid document for the above work, I/We hereby submit the 'Bid'. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, name and Designation of authorized person with complete address)

(Please affix seal)

Details about Bidding Agency

S.No.	Particulars	
1.	Full name of the Bidder (In capital letters)	
2.	Full address of the Bidder	
3.	(A) Telephone No. (B) Fax No. (C) Email Id.	
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)	

5. It is hereby certified that _____ (The bidding Public Sector Undertaking, Government Organization, Government agencies and Government Institutions (Centre or State) herein) has never been black-listed by Public Sector Undertaking, Government Organization, Government agencies and Government Institutions (Centre or State).
6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:
I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
(Where applicable, evidence of Competent Authority shall be attached.)

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.
Name of Authorized Signatory
Stamp

Details of personnel(with documentary evidence)

S. No.	Category	No. of persons
1	Graduate Engineers - Civil - Horticulturist/Agriculturist - Architect	
2	Supporting Staff (Technical)	
	TOTAL	

Signature of Authorized Signatory.

Name of Authorized Signatory

Stamp

ANNEXURE :D**Details of Works / Projects executed during last Seven years**

S.NO.	NAME OF CLIENT DEPARTMENT	NAME OF PROJECT	EXACT LOCATION /SITE OF THE PROJECT	APPROVED COST OF PROJECT (in lakhs)	DATE OF COMMENCEMENT OF PROJECT	TIMELINE FIXED FOR COMPLETION	ACTUAL DATE OF COMPLETION	FINAL COST OF PROJECT (in lakhs)	IS THERE ANY DISPUTE / LEGAL CASE/ARBITRATION CASE PENDING IN RESPECT OF THE PROJECT	REMARKS
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MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorized Signatory

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

**PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of202, between, on one hand, Central Coalfields Limited acting through General Manager (Civil) / HOD, Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Providing project management consultancy (PMC) services for **DEVELOPMENT OF ECO-PARKS AT 09 (NINE) DIFFERENT AREAS OF CCL from Concept to Commissioning** 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 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 (i.e. 1.25% of tendered value)

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 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 Banning of business".

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

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

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

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

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

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

Section 8 - Independent External Monitor

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

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

He/ she reports to the Chairman, Coal India Limited / CMD, 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 Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

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

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

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, 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 Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such 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)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

NOTE: Subject to change as approved from time to time.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered intoday of.....

BETWEEN

Central Coalfields Limited (herein referred to as 'CCL' which expression shall ,unless excluded or repugnant to the context or meaning thereof mean and include its successors in interest and assigns) assigns of the ONE PART.

AND

....., having its registered office at (herein referred to as '.....' which expression shall, unless excluded or repugnant to the context or meaning thereof mean and include its successors in interest and assigns) of the OTHER PART.

CCL & may be referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas '.....' have agreed to undertake the work of **DEVELOPMENT OF ECO-PARKS AT (NINE) DIFFERENT AREAS OF CCL** for 'CCL' on Project Management Consultant (PMC) basis.

Now, therefore it is agreed between the Parties that:

1. Assigning of Work by CCL' to '.....:

- 1.1 CCL will provide all relevant available documents related to Land, Site Details, functional and space requirements Layout Plans etc for facilitating Project Execution by '.....'
- 1.2 shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process.

2. Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)

- 2.1 Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'CCL' and submitted to 'CCL' for its approval.
- 2.2 Based on approved PPR, 'Project Management Consultant' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and

commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network depicting clearly Dates of Start and Completion of the work and submit it to 'CCL' along with all relevant input information, documents and Drawings etc. for approval of 'CCL', within 8 (eight) weeks of receipt of approval for PPR. 'Project Management Consultant' shall use C.P.W.D. Analysis of Rates for Delhi (DSR) for framing the DPR/ PE. Non - DSR Items shall be incorporated in the Detailed Estimates only when these are not either readily available in DSR. Detailed reasons and justifications for including Non-DSR Items shall have to be furnished by 'Project Management Consultant'. CCL shall accord approval to DPR/ PE containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) & Expenditure Sanction (E/S) in about 8 (eight) weeks of its submission by 'Project Management Consultant'.

- 2.3 On receipt of the A/A and E/S, the 'Project Management Consultant' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD or other Public Works Organizations.

3. Release of Funds, Payment of Bills

- 3.1 'Project Management Consultant' has agreed to charge for carrying out the assigned Work.
- 3.2 CCL shall release Initial Deposit of 10% of the approved preliminary estimate amount to 'Project Management Consultant' on submission of Corporate Guarantee as initial advance which shall be deposited by the PMC in a Flexi Bank Account.
- 3.3 The expenditure incurred thereafter towards carrying out the works of the projects shall be adjusted from the initial advance. When 80% of the initial advance is utilized, the PMC shall submit the utilization certificate. Further advance as per utilization certificate will be paid / released to the PMC to make total advance 10% of the approved Detailed Project Report (DPR) cost. The procedure of release of fund shall be repeated whenever 80% of the total advance paid to the PMC is utilized and utilization certificate is submitted by the PMC.

The utilization certificate should be supported by authenticated documents including statement of priced quantities executed and payments made to the various persons / parties including contractors / sub-contractors / agencies / vendors engaged by the PMC for the project cost (excluding GST) plus the proportionate service charges due

- to the PMC for the part of work executed by them. Agency charges shall not be paid on GST rather on actual cost of the work. GST on actual cost of the work will be payable extra. While submitting utilization certificate, 'Project Management Consultant' will also submit a comprehensive report on progress of physical completion of various activities and Milestones vis-a-vis earlier planned activities/ Milestones for the overall completion of the specific work mutually decided between CCL & 'Project Management Consultant' for enabling CCL to keep effective check on utilization of fund as well as physical progress of the work.
- 3.4 The fund subsequent to Initial Deposits shall be released by CCL to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in Clause - c above. As per the monitoring of physical and financial progress indicators, CCL will take necessary steps for recoupment of the monthly expenditure incurred on the basis of the Fund Utilization Certificate.
- 3.5 If any fund requirement is specifically made by 'Project Management Consultant' after the work has been assigned to 'Project Management Consultant' for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by CCL within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 (twenty-five) lakh. The amount so released to 'Project Management Consultant' shall be adjusted from Initial Deposit amount.
- 3.6 'Project Management Consultant' shall intimate CCL about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from CCL before continuing/ incurring the extra/ additional expenditure.
- 3.7 The 'Project Management Consultant' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to CCL & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should CCL ask for any other details from 'Project Management Consultant' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by 'Project Management Consultant' readily.
- 3.8 The CCL shall settle compensation/ levies, if so required to be paid based on recommendation by 'Project Management Consultant' related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

4. Execution of Work

- 4.1 The 'Project Management Consultant' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc) to start the work have been obtained. CCL shall be responsible for providing all assistance to 'Project Management Consultant' in this process.
- 4.2 Works shall not be awarded by 'Project Management Consultant' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
- 4.3 CCL shall make the work site available free from encumbrances to 'Project Management Consultant'. CCL shall also ensure Availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. 'Project Management Consultant' shall provide necessary support in this process.
- 4.4 'Project Management Consultant' shall permit CCL to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.
- 4.5 CCL shall provide security clearance and ensure free access for 'Project Management Consultant' staff/ Employees and their workers working at Work site in case these are required. 'Project Management Consultant' shall provide necessary support in this process.
- 4.6 'Project Management Consultant' shall ensure adequate availability of men & material by their contractors.
- 4.7 'Project Management Consultant' shall ensure that it's Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
- 4.8 CCL shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged

by 'Project Management Consultant'. 'Project Management Consultant' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The cost in this regard borne by CCL, if any, should not be duplicated as reimbursement by the 'Project Management Consultant'.

- 4.9 As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to CCL an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'Project Management Consultant' will intimate CCL, Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun
- 4.10 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to CCL in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account CCL observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.
- 4.11 'Project Management Consultant' shall also be responsible for providing to CCL Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by CCL.
- 4.12 'Project Management Consultant' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.

5. Project Management, Cost and Time Control

- 5.1 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and **call composite tenders** to reduce the number of

packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.

- 5.2 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required proactive remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to CCL in the project accounts.
- 5.3 The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of CCL etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'Project Management Consultant' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by CCL in consultation with 'Project Management Consultant' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of CCL. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'Project Management Consultant'
- 5.4 At any time, it appears to 'CCL that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'CCL, detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by CCL to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and CCL for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to CCL for putting item to use for

intended purpose. A&E Consultants may also participate. 'Project Management Consultant' will also designate a nodal officer in respect of specific work for coordinating with CCL and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays are minimized for achieving timely completion of work.

6. Disputes, Enquiries and Queries

- 6.1 'Project Management Consultant' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
- 6.2 'Project Management Consultant' shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works end examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations The decision of the competent authority in 'Project Management Consultant' to accept The award or challenge the same in a Court of Law will be binding on the 'Procuring Entity'.
- 6.3 CCL shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of 'Project Management Consultant'.
- 6.4 'Project Management Consultant' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to CCL. Providing all work related information promptly to CCL for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

7. Completion and Handing-over of Completed Work and Facilities

- 7.1 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to CCL for putting them to functional use. CCL shall provide all assistance in this process.
- 7.2 'Project Management Consultant' shall hand over to CCL or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans,

Specifications fulfilling all techno-functional requirements agreed with CCL along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.

- 7.3 On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to CCL within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'Project Management Consultant'.

8. Termination of MoU

- 8.1 If CCL decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management Consultant' on the work, both 'Project Management Consultant' and CCL shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the latter to the former. In case of abandonment of project/ work by CCL during construction stage, 'CCL shall pay to 'Project Management Consultant', after determining the value of the works, goods and contractors documents and any other sums due to them for work executed in accordance with the MOU, to help liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

9. Miscellaneous

- 9.1 Disputes between CCL and 'Project Management Consultants': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before General Manager (Civil)/HoD of CCL and concerned Representative of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in CCL, and 'Project Management Consultant', who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to CCL and 'Project Management Consultant' for facilitating final decision in the matter.
- 9.2 Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
- 9.3 No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorised representatives of CCL and 'Project Management Consultant'. Each

party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.

9.4 Provisions, if any, made in respect of deposit works in 'Project Management Consultant's Works Manual or Codes shall stand modified to the extent of the stipulations made in this MoU for execution of CCL works by 'Project Management Consultant'.

Signatures and Witnesses

Date:

Place: