

GLOBAL NOTICE INVITING TENDER (NIT)
(only through Electronic Tender)

Ref. No. WCL/GM (CMC)/GLOBAL-BID/RAJURPITS/MDO/94

Date: 16.05.2023

NIT No: 12/2023-24

1. Western Coalfields Limited (the “Authority”) is *inter alia* engaged in re-opening, salvaging, rehabilitation, development and operation of its discontinued mines/projects and as part of this endeavor, the Authority has decided to re-open, salvage, rehabilitate, develop and operate Rajur Pits Underground Mine through a mine operator for excavation/ extraction of coal and delivery thereof to the Authority.

Pursuant to this NIT, the Authority invites digitally signed and encrypted Bids on a “single stage two-part” bidding basis on the website, <http://www.gem.gov.in> from reputed and experienced Bidders for the following work:

Description of work	Location of the Project	Application fee (Rs.)	Bid Security (Rs.in million)	Duration of the Contract (in years)
Re- opening, Salvaging, Rehabilitation, Development and Operation of Rajur Pits Underground Coal Mine on Revenue sharing basis	Rajur Geological Block in Wani Tahsil of Yavatmal District of Maharashtra State. _____	Nil	10 (Ten)	25 years or as proposed by the Bidder, whichever is shorter

Note:

The Bidding Documents will be available on the website(s) <http://www.gem.gov.in>

2. Time Schedule of Tender:

For Time Schedule of Tender, Please follow GeM Tender Notice:

- Bid Start Date/Time: Will be Defaulted To The Date/Time When Bid Is Published
- Bid Opening Date/Time: 30 Min after Bid End Date/Time
- Seek Clarification/Representation: As per GeM Portal

3. General Instructions

- 3.1. Bidders must review the Bidding Documents as a whole and ensure that their Bids are as per the terms of the Bidding Documents. The Authority retains the right to modify the terms of the Bidding Documents and/ or any of the sections/ attachments/ formats thereto at any time prior to the Bid Due Date.
- 3.2. The Bidders are expected to examine the Bidding Documents, including all instructions, forms, terms, specifications, conditions, and other documents and requirements of the

Bidding Documents. Failure to furnish all or any information required by the Bidding Documents, or submission of a Bid which is not responsive to the Bidding Documents in every respect may result in the rejection of the Bid. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Bidding Documents.

- 3.3. Once a Bid is submitted no changes will be permitted to be made by the Bidder except as permitted under the Bidding Documents.
- 3.4. Words and expressions beginning with capital letters used in this NIT without being defined shall have the same meaning as assigned to them in the RFB, the Contract Agreement or the other Bidding Documents.

4. General Instructions

- 4.1. Bidders must review the Bidding Documents as a whole and ensure that their Bids are as per the terms of the Bidding Documents. The Authority retains the right to modify the terms of the Bidding Documents and/ or any of the sections/ attachments/ formats thereto at any time prior to the Bid Due Date.
- 4.2. The Bidders are expected to examine the Bidding Documents, including all instructions, forms, terms, specifications, conditions, and other documents and requirements of the Bidding Documents. Failure to furnish all or any information required by the Bidding Documents, or submission of a Bid which is not responsive to the Bidding Documents in every respect may result in the rejection of the Bid. Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Bidding Documents.
- 4.3. Once a Bid is submitted no changes will be permitted to be made by the Bidder except as permitted under the Bidding Documents.
- 4.4. Words and expressions beginning with capital letters used in this NIT without being defined shall have the same meaning as assigned to them in the RFB, the Contract Agreement or the other Bidding Documents.

5. Deposit of Bid Security

- 5.1. A Bidder shall furnish, as part of its Bid, a bid security equal to Rs. 10,000,000 (Indian Rupees tenmillion only) (the "**Bid Security**"). The Bid Security can be deposited online on the e-procurement portal [<http://www.coalindiatenders.nic.in>] through the following modes:
 - (a) In Online mode the bidder can make payment of Bid security either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account of Axis Bank (Axis Aggregator Bank Net banking).
 - (b) NEFT/ RTGS from any scheduled bank, as included under the Second Schedule to the Reserve Bank of India Act, 1934. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the URN Number before submission of bid. Bidder will be allowed to submit his/her bid only when the Bid security is successfully received in CIL/WCL's account of Axis Bank (Axis Aggregator Bank Net banking) and the information flows from Bank to e-Procurement system.

Bid Security through NEFT/ RTGS has to be paid strictly as per the challan generated by the respective Bidders on the e-procurement portal[<http://www.coalindiatenders.nic.in>].

The Bid Security payment through NEFT/ RTGS mode should be made well before the Bid Due Date to ensure that the Bid Security amount is received in the account of the Authority before the Bid Due Date.

Bid can only be submitted when the Bid Security is received in the account of the Authority.

- 5.2 The Authority shall not be liable to pay any interest on the Bid Security so deposited.
- 5.3. For further details on Bid Security, refer to Clause 2.16 under Section II of RFB (Instruction to Bidders).

The Bidders shall submit MANDATE FORM for e-payment as per the format given in Enclosure-II of this NIT.

The bidder will have to make the payment of Bid Security through ONLINE mode only. In Online mode the bidder can make payment of Bid Security either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank.

Name of Beneficiary & its details	Name	Western Coalfields Limited
	Area	WCL HQ
	Bank Account No.	00000010205966091
	Department	Contract Management Cell
Beneficiary Bank & Address	State Bank Of India	
	COAL ESTATE BRANCH, NAGPUR(09060)	
IFSC Code	SBIN0009060	

Note:- After making online payment of Bid Security , bidder must submit the details of successful transaction (Transaction ID/ UTR No. etc) of such payment while submitting bid documents.

No Bid will be accepted unless accompanied by requisite Bid Security Deposit as stated above.

The Bid security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.

- a Online BidSecurity Deposit will be collected centrally at one account at CIL/WCL HQ viz. Pool Account.
- b Bidder will be allowed to submit his/her bid only after his/her BidSecurity Deposit is received by CIL/WCL.
- c At appropriate stage of tender evaluation the Bid Security Deposit which is to be retained will be resettled to the respective Area Account.
- d Cash Book and other financial accounting will be done based on the system generated reports/ Reports from user department/ Bank statements.
- e In case the tender is cancelled then Bid Security of all the participating Bidders will be refunded unless it is forfeited by the department.
- f If the Bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her Bid Security will be refunded after the opening of tender.
- g The Bid Security of successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.
- h The earnest money / Bid Security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.
- i The Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where Bid Security is to be forfeited).
- j The earnest money / Bid Security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.

- k The Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where Bid Security is to be forfeited).

6. Pre-Bid Conference

A pre-bid conference shall be held at the office of the Authority or such other address as maybe specified by the Authority on such Date & time as reflected online in <http://www.gem.gov.in> . For further details on pre-bid conference, refer to Section V of the RFB (Pre-Bid Conference).

7. Clarifications

Bidders may seek clarifications in respect of the Bidding Documents online. Such requests for clarification, if any, should be submitted on or before the Clarification Submission Due Date. The Authority shall issue written clarifications on the website <http://www.gem.gov.in>, to the extent it deems fit. All such written clarifications issued by the Authority shall be deemed to form a part of the Bidding Documents and shall be binding on the Bidders. The Bidders are required to check the website mentioned above for any clarifications issued by the Authority in relation to the Bidding Documents. However, any verbal clarifications or information given by the Authority or its consultants or employees shall not in any manner be binding on the Authority. No extension of time for submission of Bids shall be granted on account of Bidders' request for clarifications or information. Any extension of time to be given for submission of Bids shall be at the sole discretion of the Authority.

8. The Bidders shall accept the online user portal agreement (provided at Appendix X of RFB) which contains, *inter alia*, the Bidders' acceptance of all terms and conditions of the NIT, the RFB, undertakings and the e-tendering system through <http://www.gem.gov.in> in order to qualify as an eligible Bidder.

9. Qualification Criteria

9.1. Technical Capacity : Deleted

9.2. Financial Capacity

For qualification requirements with respect to Financial Capacity, Bidders are required to refer to Clause 2.2.3 under Section II of the RFB (Instruction to Bidders) and Clause 3.4 under Section III of the RFB (Evaluation of Bids). In addition, for qualification requirements with respect to Financial Capacity, each Bidder is required to choose any 3 (three) financial years from the 4 (four) immediately completed consecutive financial years as on date of invitation of Bids. The 3 (three) financial years chosen by the Bidder shall be the same for each Member (if the Bidder is a Consortium) and the Associate(s), whose Financial Capacity is furnished and relied upon by the Bidder.

- (a) The Bidder shall have a minimum Net Worth as per the table given below with respect to the proposed contracted capacity, at the close of the latest financial year among the 3 (three) financial years chosen by the Bidder. For the purposes of the Bidding Documents, the term "Net Worth" shall mean: (i) where the Bidder is a company, the aggregate of the subscribed and paid up capital and reserves less the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to shareholders; and (ii) in all other cases, the aggregate of fixed assets, investments and current assets less the sum of revaluation reserves, current liabilities and long term borrowings;

Proposed Contracted Capacity by the Bidder (in Mty)	Minimum Net Worth (Rs.in crore)
--	------------------------------------

Up to 0.5	20 (twenty)
>0.5 to 1.0	35 (thirty-five)
Above 1.0	50 (fifty)

- (b) Average Total Income of the Bidder with respect to the proposed Contracted Capacity of any last 3 (three) financial years as chosen by the Bidder from the last 4 (four) immediately completed consecutive financial years, as on date of invitation of bids, shall not be less than the value mentioned in the table below. For the purposes of the Bidding Documents, the term “**Total Income**” shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company/entity during a financial year;

Proposed Contracted Capacity by the Bidder (in Mty)	Minimum average Total Income (Rs. in crore)
Up to 0.5	50 (fifty)
>0.5 to 1.0	100 (one hundred)
Above 1.0	150 (one hundred and fifty)

10. For substantiating the Financial Capacity, the Bidders are required to furnish the following information online:

- (a) Value of Net Worth (to be submitted in Indian Rupees and in the format provided at Annex III of Appendix I of RFB);
- (b) Value of Total Income in the last 3 (three) financial years as chosen by the Bidder (to be submitted in Indian Rupees and in the format provided at Annex III of Appendix I of RFB);
- (c) Membership number of the chartered accountant[£], where applicable; and
- (d) Scanned copies of the documents as specified in Paragraph 10 of the NIT, in relation to the Financial Capacity.

Note: In case the Bidder is a Consortium, the aforesaid certificates and information shall be submitted in respect of all the Members and the Financial Capacity of the Consortium will be assessed by adding the information so furnished.

Bidders shall submit the information in an objective manner confirmed by the uploaded documents. The documents related to the information furnished online, based on which the auto evaluation takes place, will only be considered. If a Bidder uploads any other document, it will not be given any cognizance.

A scanned copy of the following documents shall be submitted online by the Bidders in support of the information / declaration furnished by the Bidder at the time of submission of their Bids:

[£] Any approximate equivalent of a chartered accountant may provide the relevant certificates required under this RFB. Jurisdictions which do not have a licence/ certification/ membership requirement for accountants to describe themselves or to practice as chartered accountants (or any approximate equivalent), any qualified accountant may provide the certificates required under this RFB.

Sl. No.	Submission of documents related to qualification criteria	Scanned copy of documents (self-certified and notarized/certified ³⁸) to be uploaded by Bidders in support of information / declaration furnished online by the Bidder against each qualification criteria (CONFIRMATORY DOCUMENT)
1.	Bidder's Covering Letter and acceptance of bid conditions	Copy of the Bidder's Covering Letter, acceptance of the Bid conditions and making commitments on the Bidder's letter head as per proforma (provided at Appendix I of RFB). Note: In case the Bidder is a Consortium, the above documents are to be signed by all the Members.
2.	Technical Capacity	Deleted
3.	Financial Capacity	<p>i) Certificate having UDIN number specifying the Net Worth of the Bidder as at the close of the latest financial year among the 3 (three) financial years as chosen by the Bidder, from a chartered accountant based on the financial statements audited by statutory auditor[∞] exhibiting the information submitted by the Bidder and confirming that the methodology adopted for calculating the Net Worth conforms to the provisions of the Bidding Documents;</p> <p>ii) Certificate having UDIN number specifying the average Total Income of the Bidder during the last 3 (three) financial years, as chosen by the Bidder, from a chartered accountant based on the financial statements audited by statutory auditor[∞] exhibiting the information submitted by the Bidder online and also specifying the methodology adopted for calculating the average Total Income;</p> <p>iii) Audited annual reports of the Bidder for the last 3 (three) financial years, as chosen by the Bidder, comprising of the audited balance sheets and profit and loss accounts of the Bidder.</p> <p>iv) A duly filled in Annex III (provided at Appendix I of RFB).</p> <p>Notes:</p> <p>i. For the purpose of Financial Capacity, the Bidder can choose any 3 (three) financial years from the 4 (four) immediately completed consecutive financial years as on the date of invitation of Bids. However, the 3 (three) financial years chosen by the Bidder shall be the same for each Member (in case of Consortium) and the Associate(s), whose Financial Capacity is furnished and</p>

³⁸ For any document issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the document is being issued. However, any document provided by bidders from countries that have signed the Hague Convention, 1961 is not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

[∞] In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

[∞] In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFB.

		<p>relied upon by the Bidder.</p> <p>ii. In case the Bidder is a Consortium, the abovedocuments are to be submitted in respect of all the Members.</p> <p>iii. The Bidder shall submit the documentsreflectingthe Net Worth of the Associate(s) whose Technical Capacity and/or Financial Capacity is furnished and relied upon.</p>
4.	Integrity pact	<p>Duly signed and witnessed integrity pact as per proforma provided at Appendix VIII of RFB.</p> <p>Note: In case the Bidder is a Consortium, the integrity pact is to be signed by all the Members.</p>
5.	Authorization for Digital Signature Certificate (“DSC”) OR as per the provisions of GeM Portal.	<p>Authorization: The Bidders have to get themselves registered <u>online on the GeM portal.</u></p> <p><u>The registration should be in the name of Bidder, whereas bid may be submitted may be either Bidder himself or his duly authorized Lead Partner to submit the bid on behalf of the JV/Consortium.</u></p> <p><u>Submission of Bid shall be as per the provisions of GeM portal.</u></p>
6.	Undertaking in Support of the authenticity of submitted information and documents and other commitments	<p>An undertaking is to be given by the Bidder as per the format given at Enclosure I of this NIT, confirming the genuineness of the information furnished online, authenticity of scanned copy of documents uploaded and such other declarations.</p> <p>Note: In case the Bidder is a Consortium, the undertaking is to be signed by all the Members.</p> <p>(Original undertaking shall be submitted as per the provisions of NIT)</p>
7.	Any other document to support the qualification information as submitted by the Bidder online.	
8.	<p>Note: Only one file in .pdf format can be uploaded against each qualification criteria. Any additional/ other relevant documents to support the information/declaration furnished by Bidder online against qualification criteria may also be added by the Bidder in the same file (in .pdf format) to be uploaded against respective qualification criteria.</p>	

Part-I/ Cover-I - Other Important Documents (“OID”):

Sl.No.	Criteria	Scanned copy of documents(self-certified and notarized/ certified ⁸⁹) to be uploaded by Bidderin support of information/ declaration furnished online by the Bidder against each criteria(CONFIRMATORY DOCUMENT)

⁸⁹ For any document issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the document is being issued. However, any document provided by bidders from countries that have signed the Hague Convention, 1961 is not required to be legalised by the Indian Embassy if it carries a conforming Apostille certification.

Sl.No.	Criteria	Scanned copy of documents(self-certified and notarized/certified ^{9a}) to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each criteria(CONFIRMATORY DOCUMENT)
1.	Legal status of the Bidder	<p>Documents to be submitted as applicable:</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove the proprietorship/ individual status of the Bidder (applicable only where the Bidder is an individual or sole proprietor); 2. Partnership deed/ agreement containing name of partners and Certificate of Incorporation (applicable only where the Bidder is a partnership firm or a limited liability partnership); 3. Memorandum and Articles of Association with certificate of incorporation containing name of Bidder or any similar charter/ constitutional documents (applicable where the Bidder is a company); 4. Appropriate documents as applicable for any other Bidder not mentioned above. 5. Annex I (Appendix I of RFB) duly filled in and uploaded 6. In case of Consortium: <ol style="list-style-type: none"> (i) Details of all Member(s) as at 1/ 2/ 3 (as applicable) above; (ii) Joint Bidding Agreement as per format provided at Appendix IV of RFB; (iii) Annex I (Appendix I of RFB) duly filled in and uploaded; (iv) Annex IV (Appendix I of RFB) duly filled in and uploaded 7. An undertaking in the format given in Enclosure-III with respect to the ultimate beneficial ownership of the Bidder/Members, in light of the General Financial Rules, 2017 read with the OM No. F.No.6/18/2019-PPD dated 23rd July 2020 the Consolidated FDI Policy (effective from 15 October 2020) and the Press Note No. 3 (2020 Series) dated 17 April 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, each as amended or supplemented from time to time. 8. GST registration certificate.
2.	Power of attorney ^b	As per the format annexed as Appendix II (as applicable) and Appendix III (in case the Bidder is a Consortium).
3.	Joint Operating Agreement (“JOA”)	Deleted
4.	Mandate Form for Electronic Fund Transfer	Copy of mandate form duly filled in as per proforma provided at Enclosure II of this NIT
5.	Any other document to support the qualification information as submitted by the Bidder online.	

11. Submission of Bids

^bFor a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders/ Members from countries that have signed the Hague Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

11.1. All the Bids are to be submitted online and on the website <http://www.gem.gov.in>. No Bid shall be accepted offline.

11.2. The Bidders should strictly comply with following instructions:

(a) The Bidders are required to submit their Bids online giving reference to this NIT number and date, in 2 (two) parts in the links “Part-I/ Cover I” and “Part-II/ Cover II”.

(b) Two parts of the Bid should contain the following details:

Part-I/ Cover I:

1. Bidder’s Covering Letter;
2. Details of Bid Security;
3. Information on qualifying criteria as detailed at Paragraph 9 and Paragraph 10 above including necessary scanned documents as elaborated there; and
4. A Mining Scheme as per Clause 1.1.4 of this RFB in the proforma given in Appendix IX for the Project.

Part-II/ Cover II:

1. Percentage of Revenue Share of Authority.

11.3. In order to submit a Bid, the Bidders/person authorised on behalf of the Bidder have to get themselves registered online on the e-procurement portal <http://www.gem.gov.in>. Such online registration of the Bidders on the e-procurement portal will be as per the provisions of GeM. The registration should be in the name of the Bidder, whereas bid may be submitted by either Bidder himself or his duly authorized Lead Partner to submit the bid on behalf of the JV/Consortium.

In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only.

(Note: In case of JV/Consortium if they are not themselves registered on GeM Portal then following shall be applicable:-

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.)

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

Note: In case the work/service is awarded to a Joint Venture/Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the Joint Venture/Consortium/SPV at the time of execution of Agreement.

11.4. Bidder’s Covering Letter (Part-I/ Cover I): The format of the “Bidder’s Covering Letter” (as given in the RFB) will be downloaded by the Bidder and will be printed/ typed on its letter head. This document will be signed by the Bidder or an authorized person of the Bidder or the DSC holder bidding with authorization from the Bidder and a scanned copy of the same will be uploaded during bid submission in Part-I/ Cover I. This will be the covering letter of the Bidder for its submitted Bid. The content of the “Bidder’s Covering Letter” uploaded by the Bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change or discrepancy in the contents of the Bidder’s Covering Letter as uploaded by the Bidder as compared to the format of the Bidder’s Covering Letter uploaded by the Authority, then the Bid will be rejected.

11.5. Price Bid (Part-II/ Cover II): The price bid of the Bidders shall specify the “Percentage of Revenue Share of Authority” to undertake the Project in accordance with the RFB, the Contract Agreement and the other Bidding Documents and will have no condition. The price bid which is incomplete and not submitted as per the instructions given above will be

rejected. Any alteration/ modification in the Excel format may lead to the rejection of the Bid. The price bid file will be digitally signed and uploaded by the Bidder in Part-II/ Cover II.

11.6. It is the Bidder's responsibility to comply with the system requirements, i.e. hardware, software and internet connectivity at the Bidder's premises to access the e-procurement portal. Under no circumstances, the Authority shall be liable to the Bidders for any direct/ indirect loss or damages incurred by the Bidder, or any other person claiming through the Bidder, in connection with/ arising out of incorrect use of the e-tender system or internet connectivity failures.

11.7. The Bidders are required to understand and comply with the requirements of e-tendering procedure for submission of the Bids online and are required to submit their Bids in compliance with the e-tendering procedure. Insufficient or lack of knowledge of e-tendering shall not excuse the Bidder from complying with the requirements of the Bidding Documents and any Bids not in compliance with the requirements of e-tendering procedure shall be liable for rejection.

12. Bid Opening and Evaluation

For details in relation to Bid opening and evaluation refer to Section III of the RFB (Evaluation of Bids).

13. Bid Validity

The validity period of the Bids shall be not less than 180 (one hundred and eighty) days from the Bid Due Date. A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive.

14. Modification and Withdrawal of Bids

14.1 Modification or withdrawal of the Bids submitted by the Bidders shall be allowed online only before the Bid Due Date. A Bidder shall be permitted to modify and resubmit its Bid online twice (or as per GeM guideline), as may be required by the Bidder, until the Bid Due Date.

14.2 Bidders shall be permitted to withdraw their Bids online prior to the Bid Due Date and in such an event their Bid Security will be refunded. However, if the Bidder withdraws its Bid, it shall not be entitled to resubmit a Bid for that particular tender. No withdrawal or modification of the Bid shall be allowed after the Bid Due Date.

15. The Authority reserves the right, at its discretion, to postpone the Bid Due Date and the date of opening of the Bids, or reject any or all Bids without giving any reason or to accept any Bid which, in the Authority's sole judgment and discretion, is the most beneficial to the Authority and/or to cancel the Bidding process and reject all the Bids, at any time prior to the award of the Project, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders regarding the grounds or reasons for the Authority's actions. The Authority further reserves the right to negotiate with any or all the Bidders in relation to their Bids. Any such action shall not be called into question and the Bidders shall have no claim or cause of action in this regard against the Authority or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither the Authority nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages that may be raised by the Bidder (or any person claiming through such Bidder) in relation to the preparation or submission of Bids.

16. The Authority does not bind itself to accept the Bid having highest net present value (NPV) and reserves the right to reject any or all the Bids without assigning any reasons whatsoever, without incurring any liability to the Bidder(s) (affected or otherwise) or any obligation to inform the affected Bidder(s) on the ground of the Authority's action.
17. Any addendum/ corrigendum/ date extension etc. in respect of this tender shall be issued on the website <http://www.gem.gov.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. Integrity Pact

The Bidders are required to go through the integrity pact which is a part of the Bidding Documents. Bidders shall accept the integrity pact as given in the Bidding Documents.

19. Name, address and contact number of the independent external monitor nominated for this tender:

Sl. No.	Name	Address
1.	Shri Anil Kaushal	A-1/245, GF, Janakpuri, New Delhi - 110058 (kaushal.anil17@gmail.com)
2.	Shri Sudhir Kumar	8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida – 201304 (sukuag@hotmail.com)

20. Procurement & Sourcing of Goods and Services for the Project

The Authority will follow and comply with the “Public Procurement (Preference to Make in India), order 2017” as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India and any other instruction(s) or order(s) issued by the appropriate Government in this regard. The Bidder shall also abide by any applicable order(s) or instruction(s) issued by the Government of India for compliance in this regard.

21. Planning and Designing in Purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT — wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation / stage.


This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the Bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to Project location while planning and designing the Project in terms of:

- i) Seismiczone (II to V) for earthquakes,
- ii) Wind velocity (Basic wind velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and probable maximum surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and maximum sustained wind specific to coastal region
- vi) Landslides incidences with annual rainfall normal
- vii) District wise probable maximumprecipitation.

22. GTE (General Technical Evaluation) SHEET:

Bidder must upload the duly filled, signed GTE sheet in the format provided with this document while submitting the bid.


General Manager (CMC)
WCL (HQ), Nagpur.

Distribution:-

1. Notice Board, CMC, WCL Nagpur.
2. Director (Tech)/ Operation, WCL, Nagpur.
3. Director (Tech) (P&P), WCL, Nagpur
4. Director (Finance), WCL, Nagpur
5. Shri Anil Kaushal (IEM), A-1/245, GF, Janakpuri, New Delhi – 110058.
6. Shri Sudhir Kumar (IEM), 8022, ATS – One Hamlet, Sector – 104, PO Maharshi Nagar, Noida – 201304.
7. Nagpur Chamber of Commerce Limited, 73, Central Avenue, Nagpur, Maharashtra-440018
8. GM (CA), WCL, Nagpur
9. G.M. (Vigilance), WCL Nagpur.
10. General Manager (P&P), WCL, Nagpur
11. GM (NI), WCL (HQ), Nagpur - for sending the NIT to CIL, New Delhi & Embassies
12. All GM (CMC), SECL,Bilaspur/CCL, Ranchi/BCCL, Dhanbad/ECL, Sanctoria/NCL, Singrauli/ CMPDIL, Ranchi/MCL, Sambalpur.
13. Regional Director, RI IV, CMPDI, Nagpur.
14. General Manager (Production), WCL HQ. Nagpur.
15. General Manager (UG/Mass Production), WCL HQ. Nagpur
16. General Manager (System), WCL, Nagpur
17. General Manager (Finance)/In-charge-I, WCL, Nagpur.
18. AGMs, WCL, Nagpur/Pench/ Kanhan/ Wani/ Chandrapur/ Ballarpur/ Majri/PKD/ WNA/ Umrer Areas- With two copies each for displaying on Notice Board.
19. Embassies/Consultants
20. Area Finance Manager, Nagpur Area