

| | | |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| | CHHATTISGARH MINERAL DEVELOPEMENT CORPORATION LIMITED (A Govt. of Chhattisgarh Undertaking) | |
| | REGD.OFFICE: Office Campus Bhawan, Block-7A , 3rd Floor, Sector-24, Atal Nagar, Nava Raipur (C.G.) FAX-0771- 4001074, PHONE-0771-4283557 | |
| Tender Notice no: CMDC/Iron/2021/01 | | Dated: 04/01/2021 |

TENDER DOCUMENT

FOR

SELECTION OF SUITABLE BUYER FOR SALE OF IRON ORE
FROM ARIDONGRI IRON ORE MINES (AREA-167.70HA) OF
CMDC AT VILLAGE KACHHE IN TEHSIL BHANUPRATAPPUR,
DISTRICT KANKER, CHHATTISGARH

Cost of Tender Document : Rs.50,000+ RS. 9,000 (18% GST) (TOTAL RS. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY)(Non Refundable) Per Tender Form

Note: - Tenderer has to submit Demand draft of **RS. 50,000+ RS. 9,000 (18% GST) (TOTAL RS. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY)** in favor of CMDC payable at any Nationalized/Scheduled Bank at Raipur. (Non refundable) towards the cost of tender document on or before the last date of sale of Tender form as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.

CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Chhattisgarh Undertaking)

CIN: U14103CT2001SGC014691

Tel No. 0771-4283557, 4043477

Fax No. 0771-4001074

website: www.cmdc.co.in

E-mail: cmdcraipur@gmail.com

Office Campus Bhawan

Block-7A,3rd Floor , Sector -24

Atal Nagar, Nava Raipur,C.G.

Tender Notice no: CMDC/Iron/2021/01

Dated 04/01/2021

TENDER NOTICE

1. Chhattisgarh Mineral Development Corporation Ltd. (CMDC) invites tenders for selection of suitable buyer for Sale of Iron Ore from Aridongri Iron ore mines (Area-167.70Ha) of CMDC at Village Kachhe in Tehsil Bhanupratappur, District Kanker, Chhattisgarh.
2. The detailed Notice Inviting tender and Tender document may be purchased from the office of CMDC from 04/01/2021 to 15/01/2021 by paying of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) by Demand Draft in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.

OR

The Tender document and NIT can be viewed and download from the website of CMDC limited namely from <http://www.cmdc.co.in> 04/01/2021 to 15/01/2021 but bidder has to submit DD of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.

3. Tender notice can be viewed in CMDC's website <http://www.cmdc.co.in> from 04/01/2021. For clarification of the issues related to the tender pre-tender conference will be held in CMDC H.O. on 18/01/2021 at 03:00 PM. The address of venue for pre-tender will be as under:

Office Campus Bhawan
Block-7A,3rd Floor , Sector -24
Atal Nagar, Nava Raipur,C.G.
(Chhattisgarh) Pin code – 492015

4. For further clarifications C.G.M.(Mines), CMDC, Raipur may be contacted at 0771-2410787, 4283557 Fax: 0771-4001074. Please visit <http://www.cmdc.co.in>
5. Last date for submission of Tender: 25/01/2021 at 03:00 PM

Notice Inviting Tender is in brief. For further details, the Tenderer shall refer Tender Document.

Managing Director

CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED
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CIN: U14103CT2001SGC014691

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Atal Nagar, Nava Raipur,C.G.

SCHEDULE OF THE TENDER PROCESS

| S.No. | Event Description | Date |
|-------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 | Commencement of downloading of Tender Document from the website of CMDC and sale of tender document at CMDC HO Raipur. | 04/01/2021 |
| 2 | End of downloading of Tender Document and Last date of sale of tender document and submitting the cost of Tender Document through DD | 15/01/2021 at 5:00 PM |
| 3 | Last date of receiving queries from Tenderers | 15/01/2021 |
| 4 | Pre-tender meeting. | 18/01/2021 at 3:00 PM |
| 5 | Last date for responses to queries of tenderers | 20/01/2021 |
| 6 | Last date of submission of Tender document | 25/01/2021 at 3:00 PM |
| 7 | Opening of the Tender Technical Bid | 25/01/2021 at 3:15 PM |
| 8 | Announcement of the Technically Qualified Tenderers. | Will be intimated later. |
| 9 | Opening of Price bid/Forward Auction from Technically Qualified Tenderers | Will be intimated later. |
| 10 | Intimation to the Successful Tenderer. | Will be intimated later. |
| 11 | Execution of the Agreement between the Successful Tenderer and CMDC Limited. | Will be intimated later. |

** Any change in the timeline or corrigendum related to the Tender Document will be communicated through an addendum to the Tender Document. Such notice/communication will be available on CMDC website only. Bidders are advised to check CMDC website <http://www.cmdc.co.in> regularly for any updates. All such communications will form part of tender.*

CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED
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CIN: U14103CT2001SGC014691

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E-mail: cmdcraipur@gmail.com

Office Campus Bhawan
Block-7A,3rd Floor , Sector -24
Atal Nagar, Nava Raipur,C.G.

TENDER AT A GLANCE

| | | |
|---|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Name of work | Chhattisgarh Mineral Development Corporation Ltd. (CMDC) invites tenders for selection of suitable buyer for sale of Iron Ore from Aridongri Iron ore mines (Area-167.70 Ha) of CMDC at Village Kachhe in Tehsil Bhanupratappur, District Kanker, Chhattisgarh. |
| 2 | Period of Contract | The Contract period is five years from the date of the agreement. However, Subject to satisfactory performance of the buyer the appointment so made can be extended for a further period of five years on same terms and conditions. |
| 3 | Cost of Tender Form | <p>The detailed Notice Inviting tender and Tender document may be purchased from the office of CMDC from 04/01/2021 to 15/01/2021 by paying of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) by Demand Draft in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.</p> <p style="text-align: center;">OR</p> <p>The Tender document and NIT can be viewed and download from the website of CMDC limited namely from http://www.cmdc.co.in 04/01/2021 to 15/01/2021 but bidder has to submit DD of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.</p> |

| | | | |
|---|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 4 | Earnest Money Deposit (EMD) | EMD: INR 2,0000000/- (Rs. Two Crores Only) by way of Online/RTGS. in favour of CMDC payable at Nationalized/ Scheduled Bank at Raipur. The details of the Bank of CMDC, Raipur for online payment are: | |
| | | Name of the Bank | BANK OF INDIA , TELI BANDHA, RAIPUR |
| | | RTGS/NEFT/IFSC Code | BKID0009353 |
| | | Account type | Current Account |
| | | Account No | 935320100000028 |
| | | Account Name | CHHATTISGARH MINERAL DEV. CORP. LTD |
| 5 | Performance Security Deposit | The successful buyer shall pay Performance Security Deposit equivalent to the amount of the 15 days quantity of Iron ore as per Peak rated capacity, in the form of FDR/DD/ BG to the Corporation.(Per tones amount means Reserve price plus premium offered by the selected buyer) The EMD amount will be adjusted into Security deposits after successful bidder will execute agreement with CMDC. | |
| 6 | Payment Terms | The selected buyer would pay advance amount equivalent to the targeted quantity to be purchased in maximum three instalment of every month. Pit pass equivalent to full amount or value of Installment for dispatch will be issued by CMDC officials only after payment in advance in the form of a Crossed Demand Draft or RTGS/ NEFT in favour of the Corporation. | |

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Preface

Chhattisgarh Mineral Development Corporation Limited (herein after referred as "CMDC" or Corporation") was incorporated under the Companies Act 1956/2013. The Main Objective of the Corporation is to search Major and Minor Minerals and precious stone(s), in the state of Chhattisgarh and to acquire mining rights for Exploration and Exploitation of minerals and for development of mines. In pursuance of its objects it undertakes scientific exploration, commercial exploitation and viable trading of minerals in the State.

The Mission of the Corporation is to enhance the production of Minerals, Exploration and Exploitation of Mineral Resources, Establishment and Promotion of Mineral Based Industries, To Explore new Areas of Mining in Chhattisgarh, to lead the mining sector of Chhattisgarh and turn it to be a safe and good position.

The Corporation hold mining rights in respect of an iron ore mine in Chhattisgarh as per details below:

| | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Area | 166.80 Ha. Mining Lease + 0.9 Ha. Approach Road |
| Location | Tehsil- Bhanupratappur, District – Kanker, Chhattisgarh, India. Forest Division - East Bhanupratappur Latitudes: 20° 24' 10.93" N Longitudes: 81° 03' 47.48" E |
| Minerals to be sold | Magnetite, Fe content-58-60,60-62 and +62% Grade |
| Size: (-10mm) | Total Mineral resources 9.7 million tonne |
| Peak rated Capacity | Around 0.50 million tonne (According to present conditions, can be enhanced later) |
| Life of Mine | 20 years |

The Corporation has already appointed a contractor to carry out raising of mineral from the said mine and the work by the said contractor has started. In order to sale the iron ore mineral so collected from the said mine, the Corporation intends to select a suitable buyer, for an initial period of five years. Subject to satisfactory performance of the buyer the appointment so made can be extended for a further period of five years on same terms and conditions. The buyer will also be given any additional iron ore so produced as result of revision of mining plan and other necessary permissions for this Mine, during tenure of this contract, subject to additional Performance Security proportionate to such addition be submitted to the Corporation.

In order to select the buyer, Corporation invites tenders from eligible bidders to submit their bids. The Corporation has kept a reserve price for the mineral and the eligible bidders are supposed to give their price bid for the premium to be paid by them, to the Corporation over and above the base price. The highest price quote for the premium amongst eligible bidders, would be the selection criteria.

Role of the selected buyer:

The role of selected buyer is critical as the sale of the mineral at the best possible terms is crucial to the success of the concept. The scope of work of the selected buyer would be to -

- (a) The mining contractor deployed by the Corporation would raise the mineral in an ongoing basis and quantity so extracted would be purchased by the selected buyer on monthly basis.

- (b) The selected buyer would submit Performance Security Deposit as stipulated in the tender document. This Performance Security Deposit would be kept with the Corporation throughout the tenure of the engagement of the selected buyer. The selected buyer would be paying in advance the base price and agreed premium on quantity so purchased, on monthly basis to the corporation according to Payment Terms defined in Page-5 (Tender at a Glance).
- (c) The selected buyer would deploy its team with necessary management to execute the work.
- (d) The transportation of mineral would be done through the mechanism prescribed in the tender document.
- (e) The selected buyer would acquaint itself with the availability of mineral, its quality, its collection.
- (f) The selected buyer would coordinate with the corporation, the mining contractor deployed by the Corporation, registered transporters, authorities and officers of mineral development department and tax authorities.
- (g) The selected buyer would be solely responsible for the meticulous compliance of all applicable laws in relation to sale of mineral.
- (h) Maintenance of approach road (outside the mines) from Salhe Chowk to Entry point of Mines gate shall be the responsibility of the buyer.

Request for Proposals

The Corporation Invites proposals from interested applicants (the "**Proposals**") for selection of a suitable buyer for sale of iron ore of Aridongri Iron Ore mines (the "**buyer**") through an open competitive bidding process in accordance with the procedure set out herein.

Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending written queries to the Corporation.

Sale /Download of NIT Document

NIT document can be obtained between 1100 hrs and 1600 hrs on all working days, subject to conditions given below.

The detailed Notice Inviting tender and Tender document may be purchased from the office of CMDC from 04/01/2021 to 15/01/2021 by paying of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) by Demand Draft in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.

OR

The Tender document and NIT can be viewed and download from the website of CMDC limited namely from <http://www.cmdc.co.in> 04/01/2021 to 15/01/2021 but bidder has to submit DD of Rs. 50,000+ Rs. 9,000 (18% GST) (TOTAL Rs. 59,000) (RUPEES FIFTY NINE THOUSAND ONLY) in favour of CMDC payable at Raipur on or before the last date of sale of Tender document as given in Schedule of Tender Process in Page-3 of this document. The receipt of Tender fees will have to be submitted along with Tender.

Validity of the Proposal

The Proposal shall be valid for acceptance for a period of not less than 180 days from the Proposal Due Date (the "**PDD**").

Brief description of the Selection Process

The Corporation has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising physical technical bid and Online Forward Auction (OLFA) on Online Platform (details of Online Platform are given in ANNEXURE – I of this document, Page- 54). However, Bidders are required to submit physical financial (price) bid also and Corporation reserves the right to open physical financial (Price) bid in case of Online forward Auction being not conducted or failed.

In the first stage, a technical evaluation shall be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, Online Forward Auction (OLFA) will be conducted on online Platform (details of Online Platform are given in ANNEXURE – I of this document, Page- 54). However Corporation reserves the right to open physical Financial (Price) Bid also for which a financial evaluation will be carried out. Proposals will finally be ranked according to their financial scores.

The first ranked Applicant (the "**Selected Applicant**") can be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

Communications

All communications including the submission of Proposal should be addressed to:

Phone: 0771-2410787, 4283557

Email: cmdcraipur@gmail.com

The Official Website of the Corporation is <http://www.cmdc.co.in>

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Tender Notice no: CMDC/Iron/2021/01 FOR SELECTION OF SUITABLE BUYER FOR SALE OF IRON ORE FROM ARIDONGRI IRON ORE MINES

Disclaimer

The information contained in this Notice inviting tender document ("NIT") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Corporation or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement nor an offer by the Corporation to the prospective Applicants or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this NIT.

This NIT includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the buyer. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

This NIT may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT.

The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct.

Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law.

The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law

The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Corporation, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this NIT.

NIT for selection of suitable buyer for sale of iron ore from Aridongri iron ore Mine of Chhattisgarh Mineral Development Corporation Ltd.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.

The issue of this NIT does not imply that the Corporation is bound to select an Applicant or to appoint the Selected Applicant and the Corporation reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

A. GENERAL INSTRUCTIONS & SCOPE OF WORK

GENERAL INSTRUCTIONS

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this tender are specified in this NIT. In case an applicant possesses the requisite experience and capabilities required for undertaking the buyer. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this NIT document.

Applicants are advised that the selection of buyer shall be on the basis of an evaluation by the Corporation through the Selection Process specified in this NIT. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Corporation's decisions are without any right of appeal whatsoever.

The Applicant shall submit its Proposal in the form and manner specified in this Section of the NIT. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Corporation in the form specified in this NIT document.

Number of Proposals

No Applicant or its Associate shall submit more than one bid. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member/employee of any party, as the case may be.

Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the Selection Process including subsequent negotiation, visits to the Corporation, Project site etc. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Visit to the Corporation and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Corporation and ascertaining for themselves the availability of documents and other data with the Corporation, Applicable Laws and regulations or any other matter considered relevant by them.

Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has -:

- (a) made a complete and careful examination of the NIT;
- (b) received all relevant information requested from the Corporation;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the NIT or furnished by or on behalf of the Corporation or relating to any of the matters referred in this NIT document;

- (d) satisfied itself about all matters, things and information, including matters referred to in this NIT document herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to NIT or the Selection Process, including any error or mistake therein or in any information or data given by the Corporation.

Right to reject any or all Proposals

Notwithstanding anything contained in this NIT, the Corporation reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

Without prejudice to the generality of the clause above, the Corporation reserves the right to reject any Proposal if -:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Corporation reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Selection Process.

Contents of the NIT Document

This NIT document comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with this NIT document.

Clarifications

Applicants requiring any clarification on the NIT may send their queries to the Corporation in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process in this NIT document. The envelopes shall clearly bear the following identification:

"Queries concerning NIT for Selection of suitable buyer for sale of Iron ore from Aridongri Iron Ore mines"

The Corporation shall endeavour to respond to the queries within the period specified in tender document. The responses will be sent by e-mail. The Corporation will post the reply to all such queries on the Official Website.

The Corporation reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Corporation to respond to any question or to provide any clarification.

Amendment of NIT

At any time prior to the deadline for submission of Proposal, the Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the NIT document by the issuance of Addendum/ Amendment and posting it on the Official Website.

All such amendments will be notified through e-mail to all Applicants who have purchased the NIT document. The amendments will also be posted on the Official Website along with the revised NIT containing the amendments and will be binding on all Applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Corporation may, in its sole discretion, extend the PDD.

Taxes & Duties

The applicant is expected to make itself acquainted with the acts, rules and regulations of the below mentioned taxes and duties and also with any other taxes and duties imposed in future.

- TCS
- GST
- Royalty
- Infrastructure & Development Cess
- Environmental Cess
- Panchayat Tax
- Forest Cess
- NMET
- DMF

(a) Buyer has to deposit advance payment of Base price plus Premium quoted by the bidder in the form of RTGS an amount equivalent to monthly scheduled quantity ((Bid value of Base price plus Premium quoted by the bidder and accepted by CMDC) x Monthly Scheduled Quantity) in maximum three instalment of every month. Pit pass equivalent to full amount or value of Instalment for dispatch will be issued by CMDC officials only after payment in advance in the form of a Crossed Demand Draft or RTGS/ NEFT in favour of the Corporation.

(b) Buyer has to deposit royalty, DMF, NMET, Reclamation charges and all other applicable taxes etc. in maximum three instalments in a month. Pit pass will be issued accordingly on payment of such taxes and duties as mentioned above.

(c) In Case of assessment of royalty by Mining department if any difference found and demand raised issued by Corporation the same shall be deposited by the buyer within 15 days from the issuing demand note by corporation.

SCOPE OF WORK OF THE SELECTED BUYER

The selected buyer will be responsible for sale of iron ore from Aridongri iron ore mine, The scope of work of the selected buyer shall include the following.

- (a) The mining contractor deployed by the Corporation would raise the mineral in an ongoing basis and quantity so extracted would be purchased by the selected buyer on monthly basis.
- (b) The selected buyer would submit Performance Security Deposit as stipulated in the tender document. This Performance Security Deposit would be kept with the Corporation throughout the tenure of the engagement of the selected buyer.
- (c) The selected buyer would be paying in advance the base price and agreed premium on quantity so purchased on monthly basis either in full or three installments as defined in Payment terms on page – 5 (Tender at a Glance) of this document.
- (d) The selected buyer would deploy its team with necessary management to execute the work.
- (e) The transportation of mineral would be done through the mechanism prescribed in the tender document.
- (f) The selected buyer would acquaint itself with the availability of mineral, its quality, its collection.
- (g) The selected buyer would also coordinate with the corporation, the mining contractor deployed by the Corporation, registered transporters, authorities and officers of Chhattisgarh mineral development department and tax authorities.
- (h) The selected buyer would be solely responsible for the meticulous compliance of all applicable laws in relation to sale of mineral.

Apart from the above the below points regarding transportation of minerals to be followed by the selected buyer

- (a) Buyer(s) has to ensure that all vehicles engaged in transporting of iron ore from mines to outside of lease area shall compulsorily register themselves under Chhattisgarh Minerals (Mining, transportation and storage) Rules 2009.
- (b) Buyer(s) has to ensure that registration of vehicle owner under Rule 17 of Chhattisgarh Minerals (Mining, transportation and storage) Rules 2009 shall be done before transporting of iron ore from mines to outside of lease area.
- (c) Buyer(s) has to ensure that all the vehicles to be engaged in transporting of iron ore from mines to outside of lease area shall be authorized by Mines manager.
- (d) Buyer(s) shall comply with all rules, regulation, by-laws and norms of CMDC Ltd. in respect of transportation.
- (e) Payment of all vehicles engaged in transporting of iron ore from mines to outside of lease area shall be done by Buyer(s) within time. In any case. CMDC Ltd. will not be responsible for payment.

- (f) Transporting vehicles shall only be deployed in mines with prior permission of CMDC Ltd.
- (g) Purchase of diesel oil from HSD pump to be installed by Mining / raising contractor of CMDC Ltd., shall be prohibited.
- (h) Transportation related arrangements shall be sole responsibility of buyer, if any dispute arises it will be resolved with mutual cooperation of CMDC and buyers.
- (i) Transportation of Iron ore shall be done in day light hours only. In case, Buyer(s) intends to transport the iron ore beyond daylight hours then Buyer(s) will have to take permission in writing from Managing Director of CMDC Ltd.
- (j) Mining / raising contractor of Aridongri iron ore mines of CMDC Ltd. shall not be engaged directly or indirectly in trading / transportation of sized iron ore (-10mm) and finished product from mine to outside of mines lease area.
- (k) In any case Corporation will not be responsible for any dispute arise among transporters and buyers.

B. ELIGIBILITY AND SUPPORTING DOCUMENTS

Conditions of Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following-:

(A) Technical Capacity:

- 1) The Bidder should be a company registered under Companies Act/a registered partnership firm registered under Indian Partnership Act, 1932/a registered Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act, 2008/an Indian national with sole proprietorship right. Any kind of Consortium or Joint Venture is not allowed.
- 2) The Applicant should have an experience of average purchase of Iron ore of not less than 1.25 Lacs Metric Tonnes during last five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.

The Applicant shall enclose with its Proposal, Proof of average purchase of Iron ore of not less than 1.25 Lacs Metric Tonnes during last five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20, which will include certificate from its Statutory Auditors stating the Average Purchase of Iron Ore as asked above, Summary of Purchase Bills if necessary the Purchase Bills can be asked by the CMDC Officials for validation of Such Proofs given.

In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

(B) Financial Capacity:

The Applicant should have an average turnover of not less than Rs. 250 Crores (Rs. Two hundred Fifty Crores only) during the last five financial years 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total turnover during each of the 5 (five) financial years mentioned above and the average turnover of the five years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

- (C) The Applicant should submit a Power of Attorney as per the format at Form - 3 of Appendix-1;
- (D) Any entity which has been barred by the Central Government, any State Government, a statutory Corporation or by a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the

Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- (E) An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Corporation or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- (F) While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

Supporting Documents

For Technical Capacity [A-(1)] :

- 1.1 Bidders who are participating as a company shall submit:
 - (a) Memorandum of Association
 - (b) Articles of Association
 - (c) Certificate of Incorporation / Registration from Registrar of Companies under Companies Act, 1956/ 2013
 - (d) PAN
 - (e) GST registration certificate
 - (f) Audited financial statements(Profit and Loss statements, Balance Sheet, statement of cash flows and statement of retained earnings) of the company on standalone basis for Financial Years considered for meeting Eligibility Criteria
 - (g) Statutory auditor or chartered accountant certificate, certifying Turnover of the company on standalone basis in accordance with terms of this Tender Document.
 - (h) Power of attorney in favor of Authorized Representative backed by board resolution or management committee resolution duly authorized by its board of directors
- 1.2 Bidders who are participating as a partnership firm shall submit:
 - (a) Attested copies of partnership deed
 - (b) Certificate of Incorporation / Registration from Registrar of firms under Indian Partnership Act, 1932
 - (c) PAN
 - (d) GST registration certificate
 - (e) Audited financial statements (Profit and Loss statements, Balance Sheet, statement of cash flows and statement of retained earnings) for Financial Years considered for meeting Eligibility Criteria

- (f) Statutory auditor or chartered accountant certificate, certifying Turnover of the firm on standalone basis in accordance with terms of this Tender Document
 - (g) Power of attorney in favor of Authorized Representative issued by designated partner and backed by the agreement amongst the Partners
- 1.3 Bidders who are participating as a LLP shall submit:
- (a) Attested copies of partnership deed
 - (b) Certificate of Incorporation/ Registration from Registrar of firms under Limited Liability Partnership Act, 2008
 - (c) PAN
 - (d) GST registration certificate
 - (e) Audited financial statements(Profit and Loss statements, Balance Sheet, statement of cash flows and statement of retained earnings) of LLP for Financial Years considered for meeting Eligibility Criteria
 - (f) Statutory auditor or chartered accountant certificate, certifying Turnover of the LLP on standalone basis in accordance with terms of this Tender Document.
 - (g) Power of attorney in favor of Authorized Representative issued by designated partner and backed by the agreement amongst the Partners.
- 1.4 Bidders who are participating as an individual with sole proprietorship shall submit:
- (a) PAN
 - (b) GST registration certificate
 - (c) Audited financial statements (Profit and Loss statements, Balance Sheet, statement of cash flows and statement of retained earnings) for Financial Years considered for meeting Eligibility Criteria, if available.
 - (d) Statutory auditor or chartered accountant certificate certifying Turnover of Bidder in accordance with terms of this Tender Document

For Technical Capacity [A-(2)] (Experience) :

- a. The applicant must fill the details of the relevant experience in the format of abstract of relevant experience of the Applicant provided along with this NIT document. Along with this the applicant shall submit the audited financial statements of the mentioned financial years / CA certificate.
- b. Form - 5: Abstract of experience of the Applicant
- c. Certificates evidencing the Technical capacity as stated above to be produced including Summary of Purchase bills, CA certificate showing purchase of iron ore of not less than 1.25 Lakh MT during last five Financial year as defined in Technical capacity clause A -(2).

For Financial Capacity [B] :

- a. Audited Financial Statement of FY 2015-16,2016-17,2017-18, 2018-19 and 2019-20
- b. Certificate(s) from its Statutory Auditors/ Chartered Accountants stating its total turnover and the average turnover of the five years,
- c. Form - 4: Financial Capacity of the Applicant

C. PREPARATION AND SUBMISSION OF PROPOSAL

Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this NIT. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal

The Applicant shall provide all the information sought under this NIT. The Corporation would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this NIT) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the power of Attorney, in case of a Limited Company or a Corporation; or

A copy of the Power of Attorney duly certified by a notary public in the form specified in Appendix-I (Form-3) shall accompany the Proposal (if required).

Applicants should note the PDD, as specified in this NIT document, for submission of Proposals. Except as specifically provided in this NIT, no supplementary material will be entertained by the Corporation, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in this NIT document. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

Technical Proposal

Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per Applicable Laws;
- (c) Certificate from statutory auditor/ Chartered Accountant regarding turnover of the preceding five years.
- (d) Certificates and documents for experience as defined in Eligibility and Supporting Documents of Part-B of Instructions to Applicants in this Document.
- (e) The proposal is responsive in terms of this NIT document.

Failure to comply with the requirements spelt out in this NIT document shall make the Proposal liable to be rejected.

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

The Corporation reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the NIT. Any such verification or the lack of such verification by the Corporation to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence there of, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith or not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be the same shall notwithstanding anything to the contrary contained herein in this NIT, be liable to be terminated, by a communication in writing by the Corporation without the Corporation being liable in any manner whatsoever to the Selected Applicant, as the case may be.

In such an event, the Corporation shall forfeit and appropriate the Performance Security Deposit available, as mutually agreed pre-estimated compensation and damages payable to the Corporation for, *inter alia*, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation.

Financial Proposal

Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating their Price bid for the premium to be paid by them over and above the reserve price decided by the Corporation (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event

of any difference between figures and words the amount indicated in word shall prevail, In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail,

While submitting the Financial Proposal the Applicant shall ensure the following:

- (i) The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The quoted rate shall be exclusive of all statutory payments such as Royalty, DMF, NMETF, Forest Development Tax, Forest Permit fee, Infrastructure and Environment , Development Tax or any other taxes applicable at the time of dispatch of Iron ore. Any other taxes /levies that may be introduce in future will be extra.

Submission of Proposal

The Applicants shall submit the Proposal In hard bound form with all pages numbered serially and by giving an Index of line. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this NIT. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and complete Version uploaded by the Corporation and shall ensure that there are no changes caused in the content of the downloaded document In case of any discrepancy between the downloaded or photocopied version of the NIT and the original NIT issued by the Corporation, the latter shall prevail.

The Proposal will be sealed in an outer envelope which will bear the address of the Corporation, NIT Notice number, and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorised Person of the Corporation"

If the envelope is not sealed and marked as instructed above, the Corporation assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked 'Technical Proposal' shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 6 of the Appendix-I and supporting documents.

The envelope marked 'Financial Proposal' shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal And Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

The Proposal shall be made in the forms specified in this NIT. Any Attachment to such forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

The rates quoted shall be escalated as per the condition mentioned in tender document .

Proposal Due Date

Proposal should be submitted at or before on the Proposal Due Date specified in this NIT Document at the address provided and in the manner and form as detailed in this NIT A receipt hereof should be obtained from the person specified therein.

The Corporation may, in a sole discretion extend the PDD by issuing an Addendum uniformity for all Applicants.

Late Proposals

Proposals received by the Corporation after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

Modification/ substitution/ withdrawal of Proposals

The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Corporation prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the NIT document, with the envelopes being additionally marked "MODIFICATION, "SUBSTITUTION or "WITHDRAWAL as appropriate.

Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Corporation, shall be disregarded.

Conditions for EMD

The Bidder shall pay the EMD (as prescribed in the NIT) either through online payment or deposit the required EMD in the shape of Demand Draft of any Nationalised/Scheduled bank. The details of the Bank of CMDC, Raipur for online payment are:

| | |
|------------------|-------------------------------------|
| Name of the Bank | BANK OF INDIA , TELI BANDHA, RAIPUR |
|------------------|-------------------------------------|

| | |
|---------------------|----------------------------------------|
| RTGS/NEFT/IFSC Code | BKID0009353 |
| Account type | Current Account |
| Account No | 935320100000028 |
| Account Name | CHHATTISGARH MINERAL DEV. CORP. LTD |

Bid without prescribed earnest money shall be rejected.

The earnest money of all Bidders shall be refunded within 30 days after cancellation in case the tender process is cancelled by CMDC.

The EMD of the technically disqualified Bidder(s) shall also be refunded after evaluation of the Technical Bids within 30(thirty) days of disqualification.

Earnest Money deposited shall be refunded to the unsuccessful Bidders except H-2 after 10 days from the completion of Tender process. EMD of H-2 will be refunded within 15 days of signing of the agreement or starting of the work by the H-1 Bidder whichever is earlier.

e. The EMD may be forfeited:

(i) If a Bidder withdraws its bid during the period of bid validity.

(ii) If the Successful Bidder fails to: sign the Contract within required timeframe; or furnish a Performance Security.

Performance Security Deposit

The successful buyer shall pay Performance Security Deposit equivalent to the amount of the 15 days quantity of Iron ore as per Peak rated capacity, in the form of FDR/DD/ BG to the Corporation.(Per tones amount means Reserve price plus premium offered by the selected buyer) .The EMD amount will be adjusted into Security deposits after successful bidder will execute agreement with CMDC.

The Applicant, by submitting its Application pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the Corporation's any other right or remedy hereunder or in law or otherwise, its Performance Security Deposit shall be forfeited and appropriated by the Corporation as the mutually agreed pre-estimated compensation and damages payable to the Corporation for, *inter alia*, the time, cost and effort of the Corporation in regard to the NIT, including the consideration and evaluation of the Proposal, under the following conditions :

- (a) If an Applicant engages in any of the Prohibited Practices specified in this NIT;
- (b) If the Applicant is found to have a Conflict of Interest as specified in this NIT; and
- (c) If the selected Applicant commits a breach of the Agreement.

The Performance Security Deposit may be forfeited and appropriated in accordance with the provision hereof.

D. EVALUATION PROCESS & CRITERIA FOR EVALUATION

Evaluation of Proposals

The Corporation shall open the Proposals at [16:00] hours on the PDD, at the place specified in this NIT document and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked "Financial Proposal shall be kept sealed for opening at a later date if required by CMDC.

Proposals for which a notice of withdrawal has been submitted in accordance with document shall not be opened.

Prior to evaluation of Proposals, the Corporation will determine whether each Proposal is responsive to the requirements of the NIT. A Proposal shall be considered responsive only if :

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the PDD Including any extension thereof pursuant to this NIT document;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated;
- (d) It is accompanied by the Power of Attorney as specified;
- (e) it contains all the information (complete in all respects) as requested in the NIT;
- (f) It does not contain any condition or qualifications; and
- (g) It is not non-responsive in terms hereof.

The Corporation reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Proposals.

The Corporation shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified and the criteria set out in this NIT document.

After the technical evaluation, the Corporation shall prepare a list of pre-qualified Applicants who will be invited to participate in Online Forward Auction (OLFA) on the Online Auction Platform (details of Online Platform are given in ANNEXURE – I of this document, Page- 54). Final Bids given by the successful bidders in the On-line Auction Process shall be kept valid for 180 days from the date of Auction for acceptance of CMDC. However CMDC reserves the right to open physical Financial (Price) Bid submitted along with the offer by pre-qualified Applicants in case the Forward online Auction is not conducted or failed. In such case, the opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Corporation will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposal shall be carried out in terms of this NIT document.

Applicants are advised that Selection shall be entirely at the discretion of the Corporation. Applicants shall be deemed to have understood and agreed that the Corporation shall not be required to provide an explanation or Justification in respect of any aspect of the Selection Process or Selection.

Any information contained in the Proposal shall not in any way be construed as binding on the Corporation, its agents, successors or assigns, but shall be binding against the Applicant if the buyer be subsequently awarded to it.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with processor is not a retained professional adviser advising the Corporation in relation to matter arising out of, or concerning the Selection Process. The Corporation shall treat all Information, submitted as part of Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Corporation may not divulge any such information unless It is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Corporation or as may be required by law or in connection with any legal process.

Clarifications

To facilitate evaluation of Proposals, the Corporation may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal, Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If an Applicant does not provide clarification sought as per Para above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Corporation may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Corporation.

CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

The Technical proposals will be evaluated on the responsiveness from the applicant in respect of the technical ability related to-

- a. Minimum Quantity Purchase of Iron ore
- b. Average Turnover of FY 2015-16,2016-17,2017-18, 2018-19 and 2019-20

Evaluation of Financial Proposal

The Applicant with the highest bid will be selected.

E. SELECTION OF BUYER

Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be re-confirming the obligations of

the buyer under this NIT. Issues such as deployment of Key Personnel, understanding of the NIT, methodology and quality of the work plan shall be discussed during negotiation. In case the Selected Applicant fails to reconfirm its commitment, the Corporation reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

Indemnity

The Buyer shall, subject to the provisions of the Agreement, indemnify the Corporation, for an amount not exceeding 3(three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.

Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Corporation to the Selected Applicant and the Selected Applicant shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Corporation may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 07 days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

Commencement of Work

The Buyer shall commence within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the selected applicant fails to either sign the Agreement as specified in this NIT document or commence the assignment as specified herein, the Corporation may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

Proprietary data

Subject to the provisions of this NIT document, all documents and other information provided by the Corporation or submitted by an Applicant to the Corporation shall remain or become the property of the Corporation. Applicants as the case may be, are to treat all information as strictly confidential. The Corporation will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the applicant to the Corporation in relation to the buyer shall be the property of the Corporation.

FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIT, the Corporation shall reject a Proposal without being liable in any manner

whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Corporation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security Deposit, If available, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for *inter alia*, time, cost and effort of the Corporation, in regard to the NIT, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Corporation and the rights and remedies which the Corporation may have under the LOA or the Agreement, if an Applicants is found by the Corporation to have directly or indirectly or through an agent, engaged or Indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or NIT issued by the Corporation during a period of 2 (two) years from the date such Applicant is found by the Corporation to have directly or through an agent, engaged or Indulged in any corrupt practice, fraudulent practice. coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Corporation who is or has been associated in any manner directly or indirectly with the selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise use to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Corporation in relation to any connected matter.
- (b) "**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any pension or property to influence any person's participation or action In the Selection Process;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner Influencing or attempting to influence the Selection Process; or (iii) having Conflict of Interest; and\

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place already mentioned in time schedule in tender document. Only those Applicants, who have purchased the NIT document or downloaded the same from the Official Website of the Corporation and paid the required Cost of Tender Document, shall be allowed to participate in the Pre Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authorization Corporation letter from the Applicant.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Corporation. The Corporation shall endeavor to provide clarifications and such further Information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

MISCELLANEOUS

The Selection Process shall be governed by and construed accordance with, the laws of India and the Courts in the State in which the Corporation has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection Process.

The Corporation, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) to consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Corporation by, on behalf of and/or in relation to any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Corporation, its employees, agents and advisers, Irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other Information supplied by the Corporation or submitted by an Applicant shall remain or become, as the case may be, the property of the Corporation. The Corporation will not return any submissions made hereunder. Applicants are required to treat all such documents and Information strictly confidential.

The Corporation reserves the right to make inquiries with respect to any document submitted by the Applicants.

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of the NIT and shall be read together therewith in dealing with specific cases.
2. Selected buyer should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal Interest could improperly influence their judgment in the exercise of their duties. The process for selection of selected buyer should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Corporation and a selected buyer or between applicants.
4. Potential selected buyer should not be privy to Information from the Corporation which is not available to others.
5. No applicant should have an ownership Interest or a continuing business interest or an ongoing relationship with any one engaged in similar work in which the Corporation is engaged.
6. No applicant should be in last 5 years involved in owning or operating any iron ore mine either itself or through associates, Joint ventures, subsidiaries, related parties of the applicant or its directors/ promoters.
7. The Mine Developer cum Operator (MDO) whose mines situated in the radius of 10 KM of Aridongri Iron ore mines and Raising contractor who are working within radius of 10 KM from Aridongri Iron ore mines shall not be allowed to participate in bid.
8. Raising contractor of CMDC or through associates, Joint ventures, subsidiaries, related parties of the applicant or its directors/ promoters shall not be allowed to participate in bid.
9. Selected buyer should not sublet the work to above mentioned parties as defined in points nos 6, 7 and 8 of this section.
10. The participation of companies that may be involved as investors or consumers and officials of the Corporation who have current or recent connections to the companies involved, therefore, needs to be avoided.
11. The normal way to identify conflicts of Interest is through self declaration by selected buyer, where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Corporation. All conflicts must be declared as and when the selected buyer becomes aware of them.

12. Another form of conflict of interest called "scope-creep" arises when selected buyer advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best Interests of the Corporation but which will generate further work for the selected buyer.
13. Selected buyer should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Corporation at the earliest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Transferability of Contract:

The bidding buyer can only assign or transfer the contract or any part thereof to anyone else, appoint any person(s) or firm(s) to perform the agreement on behalf of the bidding buyer with the prior approval of CMDC.

Weighment and other Charges:

The weighment of truck will be done at weighbridge of CMDC/designated weighbridge of CMDC in presence of representative of the CMDC. The weighment at weigh-bridge shall be final and binding on the Buyer and CMDC for determining the quantity of ore. Online transit pass through Khanij online portal will be issued by Corporation authorised by Mines Manager. After dispatching the material from the mining lease area Corporation will not responsible for any deviation in quality and quantity both.

Escalation.

The Escalation of the Contract Price shall be applicable from the date of signing of Agreement. 3% Escalation of every year. (Escalation is effective only after one year completion of agreement)

Sampling & Analysis:

Ore stacks shall be analyzed at the mine head by CMDC to determine the physical & chemical specifications. Based on this analysis only the approved stack shall be dispatched. Before hand over the stack to buyer, buyer will ensure at their end regarding stacked quality after handover the stack to buyer, in any case CMDC will not responsible for any deviation in this regard.

Period of Contract :

The Contract period is five years from the date of the agreement. However, Subject to satisfactory performance of the buyer the appointment so made can be extended for a further period of five years on same terms and conditions.

The performance of the buyer will be judged on the basis of the following criteria:-

- a. The buyer has met the target of Iron ore annually as per the schedule provided by CMDC.

- b. The buyer has paid the value of Iron ore for the entire scheduled/ dispatched quantity whichever is higher during the period of contract.
- c. The buyer has not violated any State/Central Govt. Acts, rules, regulations or orders made there under if violated, it has been rectified within the stipulated time.
- d. Buyer is not engaged in any corrupt or fraudulent practices for performing the scope of work
- e. Buyer has not defaulted on any of its payment obligation to CMDC
- f. The buyer has not violated any terms and conditions of this agreement.

However, CMDC will have the discretion to extend the Contract Period.

Delivery and Penalty:

Buyer will ensure that allotted monthly quantity will be lifted timely. If any losses or production hampered for not or less lifting of material, buyer will responsible for that losses. CMDC will recover the losses from the buyer.

(i) upto 80 % of Monthly quantity lifted by buyer there will be no penalty will be charged.

(ii) 0- 80 % of Monthly quantity lifted by buyer there will be 0.5% of Base price plus premium will be charged for less lifted quantity as a penalty will be charged.

Grade variation:

CMDC will provide the following grade of stack to the buyer:

Fe content from 58-60%,

Fe Content from 60-62%,

Fe Content from +62%

The above grade wise material will be provided in the ratio of 40:30:30.

At least 07 (Seven) days before the start of upcoming month, the monthly scheduled quantity (Monthly Production) and quality ("Declared Grade") for the month will be declared to the buyer.

Advance Monthly Payment :-

Buyer has to deposit advance payment in the form of RTGS of an amount equivalent to monthly scheduled quantity and Applicable Taxes in maximum three instalment of every month. Pit pass for dispatch will be issued by CMDC officials only after payment in advance as defined in Payment Terms defined in Page-5 (Tender at a Glance).

Even if the buyer fails to lift the scheduled quantity of Iron ore for what so ever reasons, he shall be bound to pay the amount of value of Iron ore for the scheduled quantity, however the balance un-lifted quantity can be lifted at any time during the tenure of the contract.

If the scheduled monthly payments of the bid value of Iron ore due to CMDC are not realized from the buyer for the continuous period of three months then the interest of 12% per annum will be charged on delayed payments from the date of start of delay.

If the scheduled Monthly Payments are not paid for six months, the agreement shall be terminated, and the entire security deposit shall be forfeited after serving the Show-cause Notice to the buyer.

Further, the appropriate authority of CMDC shall have the discretion for relax the above clause, if authority satisfy with the reasons for non-compliance of the conditions

REFUND/FORFEITURE OF THE SECURITY DEPOSIT (S.D.):-

- i. If it is observed that the buyer decline to take up the work at his quoted rate as per the terms and conditions of the contract in that event the security money deposited by the buyer shall be forfeited. If the buyer does not resume the work after depositing the security deposit or fails to cope up with the progress of work, the CMDC Ltd. reserves the right to forfeit the security deposit of the buyer and the cost of work he had done by the time and the work may be rescinded. Further if it is detected that the information and documents submitted with Bid is false, the agreement will be cancelled unilaterally and SD will be forfeited.
The SD after an adjustment of dues of CMDC if any shall be refunded to the contractor after successful completion of the work.
- ii. If the scheduled Monthly Payments are not paid for six months, the agreement shall be terminated, and the entire security deposit shall be forfeited after serving the Show-cause Notice to the buyer.
- iii. Further, the appropriate authority of CMDC shall have the discretion for relax the above clause, if authority satisfy with the reasons for non-compliance of the conditions

Letter of Proposal
(On Applicant's letter head)(Date and Reference)

To,

.....
.....
.....

Sub: Selection of suitable buyer for selling iron ore from Aridongri Iron ore mine in Chhattisgarh Mineral Development Corporation Ltd.

Dear Sir,

With reference to your NIT Document dated,

1. I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Selected buyer for selling iron ore from Aridongri iron ore mine of Chhattisgarh Mineral Development Corporation Ltd.
2. I/We acknowledge that the Corporation will be relying on the information provided in The Proposal and the documents accompanying the Proposal for the selection and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such Information misleading, and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Selected buyer for the aforesaid captioned purpose.
4. I/We shall make available to the Corporation any additional Information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Corporation to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, nor have been imposed any penalty by an arbitral or Judicial Corporation or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Corporation/ Govt nor have had any contract terminated by any public Corporation for breach on our part.

7. I/We declare that:
- (a) I/We have examined and have no reservations to the NIT Documents, including any Addendum issued by the Corporation;
 - (b) I/We do not have any conflict of interest in accordance with contents of the NIT Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the NIT document, In respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT, no person acting for us or on our behalf will be engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel off the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select any buyer. Your right aforesaid is without Incurring any liability to the Applicants.
9. I/We certify that in regard to matters other than security and Integrity of the country, we or any of our Associates have not been convicted by a Court of Law or Indicted or adverse orders passed by a regulatory Corporation which would cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any buyer of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by any one is pending either against us or against our Associates or against our CEO or any of our Directors.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation [and/ or the Government of India] in connection with the selection of the buyer or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the NIT document. In no case, shall I/we have any claim or right of whatsoever nature if the work is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the PDD specified in the NIT.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in prescribed form.
17. In the event of my/our entity being selected as the buyer, I/we agree to enter into an Agreement in prescribed format, we agree not to seek any changes in the prescribed form and agree to abide by the same.
18. In the event of my/our firm being selected as the buyer, I/we agree and undertake to provide the services in accordance with the provisions of the NIT and not through any other person or Associate.
19. I/We have studied NIT and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Corporation or in respect of any matter arising out of or concerning or relating to the Selection Process.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application, which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the NIT Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the NIT Document.

Yours faithfully,

Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**CHHATTISGARH MINERAL DEVELOPMENT CORPORATION
LIMITED
(A Government of Chhattisgarh Undertaking)**

CREDENTIAL FORM

(The following is to be submitted in tenderer's letterhead.

It should be duly signed, stamped,
and attached with the tender number)

| Sr. No. | ITEMS | DETAILS (to be filled by the tenderer) | DOCUMENTARY EVIDENCE IN THE FORM OF ANNEXURES |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Name of the Bidder</p> <ul style="list-style-type: none"> • Legal Name • Nature of Business • Year of incorporation • Status of bidder (Individual person having sole proprietorship right / a regd. Partnership firm/LLP/Company, (Private Limited or Public Limited) • Address of the Registered office & Branch office Phone no. Fax no. etc. • Name and address of all directors/ partners | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>(Enclosed relevant documents) D1</p> <p>For,</p> <p>a) <u>Company (Private Limited or Public Limited)</u></p> <ul style="list-style-type: none"> • Memorandum of Association • Articles of Association • Certificate of Incorporation / Registration from Registrar of Companies under Companies Act, 1956/ 2013 • PAN • GST Registration Certificate <p>b) <u>For partnership firm:</u></p> <ul style="list-style-type: none"> • Attested copies |

| | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | <p>of partnership deed</p> <ul style="list-style-type: none"> • Certificate of Registration from Registrar of firms under Indian Partnership Act, 1932. • PAN • GST Registration Certificate <p>c) <u>For LLP firm:</u></p> <ul style="list-style-type: none"> • Attested copies of partnership deed • Certificate of Registration from Registrar of firms under Limited Liability Partnership Act, 2008 • PAN • GST Registration Certificate <p>d) <u>For individual with sole proprietorship</u></p> <ul style="list-style-type: none"> • PAN <p>GST Registration Certificate</p> |
| 2. | <p>Technical:-</p> <p>(1) The Applicant should have an experience of average purchase of Iron ore of not less than 1.25 Lacs Metric Tonnes during last five financial years i.e. 2015-16,2016-17,2017-18,2018-19 and 2019-20.</p> | | <p>(Enclose relevant documents) D2</p> <ol style="list-style-type: none"> 1. CA Certificate. 2. Summary of Purchase Bill |

| | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------|
| | (attach relevant documents) | | |
| 3. | Financial: 1) The Applicant should have an average turnover of not less than Rs. 250 Crores (Rs. Two hundred Fifty crores only) during the Financial years 2015-16,2016-17,2017-18, 2018-19 and 2019-20 | | D3(Attach relevant document) |
| 4. | GST Registration, PAN Card copy | | D4 |
| 5. | Tender document a. DDNO b. Drawn from c. Date. d. Amount e. Payable to f. Remitted by. | | D5 |
| 6. | EMD: - a. DD No/UTR No b. Drawn from c. Date. d. Amount e. Payable to f. Remitted by. | | D6 |
| 7. | Power of Attorney (PoA) duly notarized (a) Name of Authorized Representative (b) Designation (c) Address | | D7 |
| 8 | Any other documents which the tenderer may like to submit in support of the proposal. | | D8 |

Certified that the above mentioned particulars are correct and true to the best of our knowledge. In case any statement made above is found not correct, our tender may be

rejected by the CMDC Ltd.

It is to confirm that our offer shall be valid for 180 days from the date of opening of the price tender.

We also authorize the company to forfeit our EMD and security deposit in case we fail to execute the job if our tender is accepted.

Signature and Seal of the Bidder

Name:

Designation:

Power of Attorney

Know all men by these presents, We,(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms.....son/daughter/wife and presently residing at Who is presently employed with retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things are necessary or required in connection with or incidental to submission of our Proposal for and selection as an buyer for selling of Iron ore for Aridongri Iron Ore mines of CMDC by the (the "Corporation") Including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Corporation in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Corporation.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THE POWER OF ATTORNEY ON THIS DAY OF..... 20.....

For.....

(Signature, name, designation and address)

Witnessess : 1.
2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes :

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For 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 Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

FINANCIAL Capacity of the Applicant

| S. No. | Financial year | Annual Turnover (Rs.) |
|--------|----------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Certificate from the Statutory Auditor

This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years

Date : _____

Firm _____

(Signature, name and designation of the authorised signatory)

Name and seal of the audit

Note :

Abstract of experience in last five years

| S. No. | Financial Year (F.Y.) | Quantity of Iron-Ore Purchased | Value of Iron-Ore Purchase |
|--------|-----------------------|--------------------------------|----------------------------|
| (1) | (2) | (3) | (4) |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

The Application should provide details for each year separately including summary of Bills along with certificate from CA in the prescribed format as given below. CMD C can ask for physical Purchase Bills given in Summary of bills submitted by Applicant for verification of Information provided by the applicant.

Certificate from the Statutory Auditor

This is certify that the information contained in Form- 5 above is correct as per the accounts of the Applicant and/ or the clients.

Date :

(Signature, name and designation of the authorised signatory

Name and seal of the audit firm :

Bank Guarantee for Performance Security

To,
 The Managing Director
 Chhattisgarh Mineral Development Corporation Ltd,
 Office Campus Building
 Block-A , 3rd Floor, Sector -24
 Atal Nagar, Nava Raipur (C.G.)

1. In consideration of Chhattisgarh Mineral Development Corporation Limited (hereinafter referred as the "**Corporation**", which expression shall, unless repugnant to the context or meaning thereof, Include its successors, administrators and assigns) awarding to....., having its office at (hereinafter referred as the "**Selected buyer**" which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, executors and assigns), vide the corporation's Agreement no. Datedvalued at Rs.(Rupees.....), (hereinafter referred to as the "**Agreement**") whereby the selling rights in respect of iron ore to be extracted / raised from the iron ore mine of the Corporation have been given to the selected buyer for the defined period and the said buyer has agreed to furnish a Bank Guarantee of Rs..... (Rupees.....) to Corporation for performance of said Agreement.

2. We, (hereinafter referred to as the "**Bank**") at the request of the selected buyer do hereby undertake to pay to the Corporation, an amount not exceeding Rs.....(Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said selected buyer of any of the terms or conditions contained in the said Agreement.

3 we (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Corporation stating that the amount/claimed is due to any reason whatsoever including by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Selected buyer of any of the terms or conditions contained in the said Agreement or by reason of the buyer's failure to perform the sale Agreement. Any such demands made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.... (Rupees.....).

4. We, (indicate the name of Bank) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the selected buyer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid there under and the Selected buyer shall have no claim against us for making such payment.

5. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Selected buyer and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period ofyears from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. We,..... (indicate the name of Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Selected buyer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Selected buyer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our ability by reason of any such variation, or extension being granted to the said Selected buyer or for any forbearance, act or omission on the part of the Corporation or any Indulgence by the Corporation to the said Selected buyer or any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have the effect of serving us.

7. The Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

8. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during it currency except with the previous consent of the Corporation in writing.

9. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.....(Rupees.....) only. The bank shall be liable to pay the said amount or any part thereof the Corporation serves a written claim on the Bank, on or before [.....].

Dated, the.....day of20

For.....

(Signature, name and designation of the authorised signatory)

Seal of the bank

Notes :-

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should also be mentioned on the covering letter of issuing Branch.

PRE CONTRACT INTEGRITY PACT

This Pre-Proposal Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2020, between on one hand, the Chhattisgarh Mineral Development Corporation Limited (CMDC) acting through....., CMDC (hereinafter called the "**Corporation**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and

"....."(Hereinafter called the "**Applicant**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the Corporation proposes to select an buyer for sale of iron ore from its iron ore mine at Airedongri, Bhanupratappur, District Kanker, Chhattisgarh and the applicant is willing to offer/has offered its proposal and;

WHEREAS the applicant is a private company/public company/Government undertaking/partnership/registered export buyer, constituted in accordance with the relevant law in the matter.

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 Corporation to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Selected buyer 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 Corporation 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:

COMMITMENTS OF THE CORPORATION

1.1 The Corporation undertakes that no official of the Corporation, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the applicant, either for themselves or for any person,

organization or third party related to the contract in exchange for an advantage in the bidding process, evaluation of Proposal, contracting or implementation process related to the contract.

- 1.2 The Corporation will, during the pre-contract stage, treat all the applicants alike, and will provide to all applicants the same information and will not provide any such information to any particular applicant which could afford an advantage to that particular applicant in comparison to other applicant.
- 1.3 The concerned official of the Corporation will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the applicant to the Corporation with full and verifiable facts and the same is prima facie found to be correct by the Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Corporation and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Corporation the proceedings under the contract would not be stalled.

COMMITMENTS OF THE APPLICANT

1. The applicant commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) The applicant will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favor or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Corporation, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - (b) The applicant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Corporation or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - (c) The applicant shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this proposal/contract.
 - (d) The applicant further confirms and declares to the Corporation that the applicant has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Corporation or any of its functionaries, whether officially or unofficially to the award of the contract to the applicant, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - (e) The applicant, either while presenting the proposal or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Corporation or their family members, agents,

brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- (f) The applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, evaluation of proposal, contracting and implementation of the contract.
- (g) The applicant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (h) The applicant shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Corporation as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.
- (i) The applicant also undertakes to exercise due and adequate care lest any such information is divulged.
- (j) The applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The applicant shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

PREVIOUS TRANSGRESSION

The applicant declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify applicant's exclusion from the tender process

The applicant agrees that if it makes incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

BID SECURITY

While submitting commercial bid, the applicant shall deposit bid security with the Corporation. The Bid Security shall remain valid till the submission of performance guarantee by the successful applicant.

In case of the successful applicant, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Corporation to forfeit the same without assigning any reason for Imposing sanction for violation of this Pact.

SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the applicant /Selected Buyer or any one employed by it or acting on its behalf (whether with or without the knowledge) shall entitle the Corporation to take all or any one of the following actions, wherever required:-

- (1) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the applicant. However, the proceedings with the other applicants (s) may continue.

- (2) The Bid Security (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Corporation and the Corporation shall not be required to assign any reason thereof.
- (3) To immediately cancel the contract, if already signed, without giving any compensation to the selected buyer.
- (4) To recover all sums already paid by the Corporation, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India.
- (5) If any outstanding payment is due to the Selected Buyer from the Corporation in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (6) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the applicant, in order to recover the payments, already made by the Corporation, along with interest.
- (7) To cancel all or any other Contracts with the applicant.
- (8) The Selected Buyer shall be liable to pay compensation for any loss or damage to the Corporation resulting from such cancellation/rescission and the Corporation shall be entitled to deduct the amount so payable from the money(s) due to the selected buyer.
- (9) To debar the Selected Buyer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Corporation.
- (10) To recover all sums paid in violation of this Pact by applicant (s) to any middleman or agent or broker with a view to securing the contract.

The Corporation will be entitled to take all or any of the actions mentioned above of this Pact also on the Commission by the Selected Buyer or any one employed by it or acting on its behalf (whether with or without the knowledge), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the Corporation to the effect that a breach of the provisions of this Pact has been committed by the Selected Buyer shall be final and conclusive on the CONSULTANT. However, the Selected Buyer can approach the Independent Monitor(s) appointed for the purposes of this Pact.

FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Corporation or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Selected Buyer and the Selected Buyer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is only Raipur (Chhattisgarh).

OTHER LEGAL ACTION

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.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend the complete execution of the contract to the satisfaction of both the Corporation and the selected buyer, in case applicant is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of the applicant
(Name & Signature of the Authorized Signatory)

Date:

Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of buyer for sale of iron ore from Aridongri iron ore mine

I/We,..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Selected buyer for sale of iron ore from Aridongri iron ore mine

I/We agree that this offer shall remain valid for a period of 180 days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the NIT.

Financial Proposal

| Item No. | Descriptions | Amount (Rs./T) |
|-----------------|-----------------------------------------------------------------------------------|-----------------------|
| A. | Base Price of iron ore | 1400.00 |
| B. | Premium per tonne of iron ore purchased from CMDC | |
| C. | TOTAL (Excluding taxes) In Indian Rupees (in figures (in words) | |

Note:

This above quoted rate shall be exclusive of all statutory payments such as Royalty, DMF, NMETF, Forest Development Tax, Forest Permit fee, Infrastructure and Environment, Development Tax or any other taxes applicable at the time of dispatch of Iron ore and applicable GST on it. Any other taxes /levies that may be introduced in future will be extra.

Guidelines for bidders on using integrated eProcurement

System Govt. of Chhattisgarh

<https://eproc.cgstate.gov.in>

Note: These are general conditions of E-procurement portal of Government of Chhattisgarh. CMDC is not liable for any change in online procurement portal and bidders will have to acquaint themselves technically from given Help line support of the Online Procurement Portal. In case of any confusion, specific conditions given in Tender form of CMDC will prevail over this annexure and decision of MD, CMDC will be final.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and approved on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class). The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system. Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Also ensure to mention correct Bank account details during the registration, which will be referred during refund of unsuccessful EMD/Bid Security.

Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator:

M/s. Mjunction Services Limited, Raipur – 492 001

Toll free 1800 419 9140 or

Email: helpdesk.cgeproc@mjunction.in.

2. Digital Signature Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the

Controller of Certifying Authorities (CCA), Government of India, may refer http://www.cca.gov.in/cca/?q=licensed_ca.html.

Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate,

Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned eProcurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate for any reason they will not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment:

As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement portal using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. bidders are advised to initiate and process the eChallan/NEFT/RTGS payments well before bid due date in order to get the same updated in the eProcurement system, Also refer RBI guidelines for NEFT/RTGS payment.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System:

In order to operate on the e-Procurement portal for a bidder / user, the computer system /desktop/laptop of the bidder is required to have Java ver.8.77, Internet explorer 9 / 11, latest Mozilla Firefox, Google Chrome with IE Tab V2 (Enhanced IE Tab).

A detailed step by step document on the same is available on the eProcurement portal home page. Also internet connectivity should be minimum one MBPS.

An auto setup utility is available on the eProcurement portal home page for its users to auto configure client system, link to auto setup: <https://eproc.cgstate.gov.in> --> Auto Setup.

5. Submit Online Bids:

Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid within stipulated timeline. Bid of the bidder who has not submitted his bid within the stipulated date & time will not be available during opening. It is recommended that bidders login and recheck their bid details & its status after bid submission in order to double sure submission of accurate bid data for respective tenders.

Size of bid documents uploaded during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

In case of any concern for any tender/bid submission, please register it in the Department / CHiPS/ Help Desk well in advance before initiating opening process so that appropriate action can be taken.

6. Support – Help Desk

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk

Toll free No. 1800 419 9140 or email helpdesk.cgeproc@mjunction.in.

2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.