



सीएमपीडीआई  
*cmpdi*

*A Mini Ratna Company*

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

## **TENDER NOTICE FOR**

**Hiring of vehicle with hard top covered body (Marshal, Mahindra Max, Bolero XL or equivalent for deployment in overburden removal check measurement and other survey work in and around Talcher Coalfield.**



**May, 2015**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**

*(A subsidiary of Coal India Limited)*

**REGIONAL INSTITUTE – VII**

**BHUBANESWAR (ODISHA) - 751 001**

**Contact:**

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***SECTION-1***

**TENDER NOTICE**



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान – 7, गृह निर्माण भवन, सचिवालय मार्ग, भुवनेश्वर, (उड़िसा)  
**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute VII, Gruha Nirman Bhavan, Sachivalaya Marg, Bhubaneswar 751001 (Orissa)  
**CORPORATE IDENTITY NUMBER - U14292JH197560I001223**

NIT No: CMPDI/RI-VII/BBSR/GMT/Veh./e-T/2015/503

Dtd: 15.05.2015

### **e-TENDER NOTICE**

1. Tenders are invited on-line on the website <http://mcltenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Name of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion
<b>Hiring of vehicle with hard top covered body (Marshal, Mahindra Max, Bolero XL or equivalent for deployment in overburden removal check measurement and other survey work in and around Talcher Coalfield.</b>	<b>3, 90,150 /-</b>	<b>4, 000/-</b>	<b>Nil</b>	<b>01 (One) Year</b>

### **2. Time Schedule of Tender :**

Sl. No.	Particulars	Date	Time
a.	<b>Tender e-Publication date</b>	18.05.2015	10.00 Hours
b.	<b>Document download start date</b>	18.05.2015	11.00 Hours
c.	<b>Document download end date</b>	28.05.2015	17.00 Hours
d.	<b>Bid Submission start date</b>	18.05.2015	11.00 Hours
e.	<b>Bid submission end date</b>	28.05.2015	17.00 Hours
f.	<b>Start date for seeking Clarification on-line</b>	18.05.2015	11.00 Hours
g.	<b>Last date for seeking Clarification on-line</b>	24.05.2015	17.00 Hours
h.	<b>Date of Pre-bid Meeting</b>	NA	NA
i.	<b>Last date of receipt of EMD</b>	01.06.2015	17.00 Hours
j.	<b>Technical Bid Opening date</b>	02.06.2015	11.00 Hours

For details of qualification requirements, bid security and complete tender document, visit our website [www.cmpdi.co.in](http://www.cmpdi.co.in). Or [www.tenders.gov.in](http://www.tenders.gov.in) Detailed tender notice is available at <http://mcltenders.gov.in>

**NOTE: End user portal agreement of MCL is applicable for CMPDI also**

### 3. **DEPOSIT OF EMD:**

Earnest Money can be deposited in the form of Demand Draft (DD) from any scheduled Bank drawn in favor of “**CMPDIL, Regional Institute - VII, Bhubaneswar**” payable at **Bhubaneswar**.

The bidder has to furnish the DD Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender on-line. The bidder has to deposit the original DD in person or by postal means, which must be received in the office of the Head of Dept. (Geomatics), Central Mine Planning & Design Institute Limited, **Regional Institute - VII, Bhubaneswar, Odisha-751001, INDIA** on any working day after e-publication of this NIT and up to three working days after the last date of submission of bid.

The Company shall not be responsible for any postal delay in receipt of “EMD”. In case the “EMD” are not received within the specified period, the bid will be outrightly rejected and the bidder will be debarred for 6 (six) months from participating in tenders in CMPDIL. This penal action will be enforced from the date of issue of such order. In case of discrepancy between the on-line submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the Tender by the Bidder and if it does not change the eligibility status of the Bidder.

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://mcltenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

4. **CLARIFICATION OF BID:** The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.
5. **Availability of tender documents:** Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://mcltenders.gov.in> and Tender Notice shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in), or [www.tenders.gov.in](http://www.tenders.gov.in)
6. **ELIGIBLE BIDDERS:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA.**

**Note: Joint Venture:** Two or three companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply the following requirements:

- i. The minimum qualification requirements for Joint Ventures: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be added together and the total criteria should not be less than as spelt out in qualification criteria
- ii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted
- iii. Joint Venture Agreement should legally bind all partners jointly and severally.
- iv. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a

joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

- v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii. The contract agreement should be signed jointly by each Joint Venture Partners.
- ix. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- x. The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

## 7. **ELIGIBILITY CRITERIA:**

**A. Working Capital:** Evidence of possessing adequate working capital of at least 20% of the estimated value of this work. **The bidder should possess the working capital within three months prior to the date of opening of tender.**

### **Data to be furnished by Bidder on-line:**

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate

**B. The Bidder should either be a Travel Agency or Owner of the Vehicle/s. The eligibility criteria for both class of bidders shall be as under :**

**Travel Agency:** In case the bidder is a Travel Agency, they should be registered for Service Tax under “Rent-A-Cab Scheme Operator’s Service” issued by appropriate authority, Govt. of India. The bidder should either own or have a hiring agreement with the owners of vehicles which are offered to be engaged.

OR

**Owner of Vehicle:** In case the bidder is not a Travel Agency, he should be the Owner of the vehicle/s registered under commercial category. The bidder should be either registered for Service

Tax under “Rent-A-Cab Scheme Operator’s Service” OR should have exemption from Service Tax Registration and/or payment of service tax as per service tax rules. This has to be submitted in the form of certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.

The age of the vehicle/s (from the first date of registration) as on the last date of Bid validity shall be as given below:

S.No	Type of Vehicle	Maximum age of Vehicle, as on the last date of Bid Submission (to be counted from the first date of registration)
1	Marshal, Mahindra Max, Bolero XL or equivalent with hard top covered body	05 (Five) Years

Note:

1. The bidder should comply the above eligibility requirement on the date of submission of tender.
2. However, after becoming L-1 and submission of confirmatory documents online, the bidder may request offline for change of vehicles to be deployed by him at any time at his option as follows:
  - a. In case the bidder is a Travel Agency: the bidder may deploy any other vehicle/s of same class owned by him subsequently or hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle/s
  - b. In case the bidder is Owner of Vehicle : the bidder may deploy any other vehicle/s of same class owned by him subsequently of the same or lower age than the originally offered vehicle/s

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.

*In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:*

- i) Confirmation in the form of **Yes/No** regarding the status of the bidder i.e. either a Travel Agency or Owner of the Vehicle/s.

Note: In case the bidder is a Joint Venture, at least one partner of JV should possess Service Tax registration under “Rent –A-Cab Scheme operator’s Service”

**C. Permanent Account Number (PAN):** The bidder should possess Permanent Account Number(PAN) issued by Income Tax department, Govt. of India

*In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:*

- i. Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of **Yes / No**

**Note:** In case the bidder is a Joint Venture, each individual partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

**D.** An Affidavit on a non-judicial stamp paper of minimum value of Rs.5/- as per the format given in the bid document at Section – 3

**E. Legal Status of the bidder:**

Any one of the following document:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

**F. Digital Signature Certificate (DSC):** If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

**8. SUBMISSION OF BID:**

- a) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of MCL (<https://mcltenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

**NOTE: End user portal agreement of MCL is applicable for CMPDI also.**

- c) **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Section 3) will be downloaded by the bidder and will be printed/typed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.



- d) Price Bid (Part – II):** The Price Bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates **for all items (ITEM RATE)** on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. L-I will be decided on overall quoted value.

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above (and also online) will be rejected. **Any alteration/modification in the excel format may lead to rejection of the bid.**

**Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax will be dealt as per Service Tax Rule.**

9. All bids are to be submitted on-line on the website <http://mcltenders.gov.in>. No bid shall be accepted off-line.
10. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
11. After receipt of EMD as stated in clause No.3, the Technical-bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). **The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live) Link"**. Thereafter, the Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clause No.8 (Eligibility Criteria). This on-line evaluation will be validated by CMPDIL.
12. After evaluation of Technical-bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid i.e. Part - II.
13. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). **The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live) Link"**. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
14. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted below NIT will be specified on-line by Evaluator indicating the start date and end date giving 7 days (7X24 hours) time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of all the specified documents in support of the information/declarations furnished by them on-line within the specified period of 7 days. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

<b>S.No.</b>	<b>Eligibility Criteria</b>	Scanned copy of documents (Self Certified and attested by notary public) to be uploaded by L-1 bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
<b>1</b>	<b>Working Capital</b> (Ref. Clause No.8(A) of NIT)	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.
<b>2.</b>	<b>Travel Agency/Owner of Vehicle</b> (Ref. Clause No.8(B) of NIT)	<p><b>a) If the bidder is Travel Agency :</b></p> <ul style="list-style-type: none"> <li>i. Service Tax Registration Certificate under “Rent-A-Cab Scheme Operator’s Service” issued by appropriate authority, Govt. of India</li> <li>ii. RC Books of the Vehicle/s proposed to be deployed for this work.</li> <li>iii. In case, the Travel Agency is not the owner of the vehicle, then copy of the Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. &amp; date)</li> </ul> <p><b>b) If the bidder is Owner of the Vehicle/s :</b></p> <ul style="list-style-type: none"> <li>i. RC Book of the Vehicle/s proposed to be deployed for this work.</li> <li>ii. Service Tax Registration Certificate under “Rent-A-Cab Scheme Operator’s Service” issued by appropriate authority, Govt. of India, if applicable.</li> </ul> <p>In case the owner of the vehicle is small service provider and exempted for Service Tax Registration and/or payment of Service tax, then a certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax</p>
<b>3.</b>	<b>Permanent Account Number</b> (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each individual partner of JV)
<b>4.</b>	<b>Affidavit</b> (Ref. Clause No. 8(D) of NIT)	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5/- as per the format given in the bid document at <b>Section 3.</b>
<b>5.</b>	<b>Legal Status of the bidder</b> (Ref. Clause No. 8(E) of NIT)	Any one of the following document : a) Affidavit or any other document to prove proprietorship/individual status of the bidder. b) Partnership deed containing name of partners. c) Memorandum & Article of Association with certificate of incorporation containing name of bidder d) Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
<b>6.</b>	<b>Digital Signature Certificate (DSC)</b> (Ref. Clause No. 8(F) of NIT)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
<b>7.</b>	Any other document to support the qualification information as submitted by bidder on-line	

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it conforms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Tender Committee clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date giving 7 days (7X24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of those specified documents within the specified period of 7 days.

No additional time will be allowed to the bidder for on-line submission of documents

The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- a. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- b. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done (with the same or different quantity, as per instant requirement). In this re-tender, offer from this bidder will not be accepted.

The Penal action of debarring the bidder in Re-tender will be restricted to first Re-tender only. If Re-tender is not finalized and there is second time Re-tender, then this penal action will not be applicable.

- c. If the L-1 bidder fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDIL and re-tender will be done.
- d. It is responsibility of L-1 Bidder to upload legible / clearly readable scanned copy of all the required documents as mentioned above.

{The Penal action against clause (b) and (c) above will be enforced from the date of issue of such order}.

15. **Validity of Offer:** The rates offered by the bidder shall be valid for 120 (One Hundred Twenty) days from the date of opening of technical bid.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per Clause No.28 (Modification and Withdrawal of Bid) of NIT.

16. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

17. **Refund of EMD:** The Earnest Money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Price-bid and those who have not emerged as L-1 tenderer after opening of Price-bid. The Earnest Money deposited by the L-1 bidder in the form of DD shall be adjusted against Performance Security Deposit (PSD). The EMD deposited by the L-1 bidder in the form of Bank Guarantee (BG) will be discharged when the bidder has furnished the required PSD and signed the agreement.

18. The rate quoted should be per vehicle per day of engagement and it should be inclusive of all taxes (Excluding Service Tax), all incidentals, overheads etc. and insurance under motor vehicle act. The toll taxes and parking charges, if any, will be reimbursed on production of receipts duly certified by the user of the vehicle. HSD @ 1 liter per 10 km run and mobile oil @ 1 liter per 500 km run only will be supplied by the OIC of CMPDI Exploration Camp.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever

19. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
20. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
21. The date of commencement of work shall be reckoned from the 10<sup>th</sup> day of issue of Work Order/ LOA (Letter of Acceptance) or actual date of commencement, whichever is earlier.

22. The contractor will ensure timely deployment of vehicles and drivers strictly as per the instructions of user of the vehicle during the entire contract period
23. **Change in Constitution of the Contracting Agency:** Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
24. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable for rejection.
25. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The successful bidder/s will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA) / Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement (for contract value more than Rs.5.00 lakh) in the company's prescribed form (as per Section 3) for the due fulfillment of the contract.

Performance Security Deposit (PSD) must be submitted by the contractor within 28 days of receipt of LOA / work order, failing which the award of work will be cancelled with forfeited of EMD. The agreement should be executed after receipt of PSD from the contractor. In case the PSD is submitted in the form of Bank Guarantee (BG) and needs verification from the issuing bank, then agreement should be executed after verification of BG. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

**26. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids on-line within the end date of bid submission and their EMD will be refunded. However, if the bidder withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order / LOA with the following provision of penal action:

- a) If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b) If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 one year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
  - i. If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
  - ii. If the bidder withdrawing his bid is L-1, then re-tendering will be done.

(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

27. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
28. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
29. This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.
30. If the tenderer in the form and style of JOINT VENTURE is awarded the work, they will have to submit the Service Tax Registration Certificate of the said JOINT VENTURE, issued by Central Excise and Custom Department, Govt. of India, before execution of agreement.
31. The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.
32. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.
33. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
34. **Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.**

**Sd/-**  
**HOD (Geomatics)**  
**CMPDI RI-VII**  
**Bhubaneswar**

**SECTION -2**

**GENERAL TERMS & CONDITIONS**

**And**

**COMERCIAL TERMS AND**

**CONDITIONS**

## **GENERAL TERMS AND CONDITIONS**

1. The successful bidder shall employ only competent, skilled and orderly driver to perform the job. The driver(s) of the vehicle, employed by the contractor should have suitable valid driving license. He/They should be well behaved and free from alcohol drinking habit. Antecedent of the drivers must be good. The owner of the vehicle will be held responsible for the conduct and behavior of driver(s)

The vehicles to be deployed should not be more than 05 years old as on last date of bid submission. Vehicles should be commercially registered for transporting man and material and must have up to date registration, fitness, road permit, road tax & insurance coverage etc. as required under the rules and regulation of the State.

2. The vehicles must be kept in excellent running condition and should be cleaned/washed regularly and readily available for deployment for duty. There must be first aid box in the vehicle with relevant first aid items.
3. In case of breakdown of the vehicle(s) or problem with the driver, the contractor shall arrange alternative vehicle of similar type as per requirement and terms & conditions of contract.
4. The cost on account of claims, damages or compensation under the provision of Payment of Wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial Dispute Act 1947, Employees State Insurance Act 1948, Maternity Benefit Act 1964 or modification thereof or any other law relating thereto will be the responsibility of the successful bidder.
5. No subletting of work as a whole or part is permissible.
6. The hiring of vehicle shall be for one or more vehicle/s as per requirement of the department from time to time. The vehicle/s shall be engaged as and when required, within a period of one year from the date of Work Order.
7. A log book in the format approved by HOD (Geomatics), CMPDI, RI-VII should be maintained by the contractor to record the kilometre reading for verification which will be signed by the Officer-in-charge of the camp or his representative.
8. Wages & workmen compensation
  - i. The contractor shall ensure the driver is paid the minimum wages as per the minimum wages act of Central Govt. /State Govt. The wages and other incidental expenses of the driver shall be the contractor's responsibility.
  - ii. The tenderer shall include in the vehicle insurance policy the accidental coverage for driver also. CMPDI will not be responsible for any claim for injuries caused to any person whether a workman or not, while in or upon the works or the site of the same and CMPDI shall not be bound to defend any claim brought under the workman compensation act. CMPDI management will not be held responsible towards any dispute in respect of the vehicle engaged on hiring.
  - iii. In case of any accident of the vehicle or to the driver, CMPDI will not be held responsible or liable for any payment of compensation to the owner or to his driver. In case of any damage



to the third party or to the CMPDI man /materials due to the negligence of the driver, compensation involved shall be responsibility of the contractor.

9. The Contractor and Driver of the vehicle will have to maintain phone connection and mobile for easy access.
10. The vehicle should run only on diesel.
11. The CMPDI undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.
12. If the vehicle is seized by the authority under law or for election duty, CMPDI will not be liable for the same & no payment of whatsoever nature will be demanded for such event. In such condition the contractor will provide alternate vehicle for CMPDI without delay.
13. Commencement of work: The date of commencement of work shall be reckoned from the 10th day of issue of Work Order/LOA (Letter of Acceptance) or actual date of commencement, whichever is earlier. Formal work order will be issued to the successful bidder after submission of performance security deposit.
14. Period of contract: The contract period is for a period of 01 (one) year. During the period of contract, the performance of the service provider will be reviewed periodically. If the performance of the service provider is found unsatisfactory, the contract may be terminated even before completion period.  
  
Extension of the contract under the existing rate, terms and conditions may be considered at the instance of the contractor or the department or of both after getting approval from the competent authority
15. The engagement of vehicle will be for 12 hours in a day from 7:00 A.M to 7:00 P.M or as required by concerned executives/employees of CMPDI, RI-VII, Bhubaneswar, stationed at Talcher and the party must ensure uninterrupted service.
16. The vehicle will be engaged for a period of 01 (one) years or less as per requirement of the department. However, CMPDI reserves the right to cancel the work order in whole or in part.
17. The vehicles shall ply both on pucca and kutcha roads in and around Talcher Coalfield (including projects/mines/coal blocks).
18. CMPDI reserves the right to rescind the work order after issuing two weeks' notice.
19. The vehicle should have proper tax and insurance coverage as per rules, and should have the Commercial Registration for deployment.
20. Negotiations: Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.
21. Settlement of Disputes/Arbitration :

- i. *It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.*
  - ii. *If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.*
22. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
- a. In case the contractor is a Travel Agency: The contractor may deploy any other vehicle/s of same class owned by him subsequently or hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle/s
  - b. In case the contractor is owner of vehicle: The contractor may deploy any other vehicle/s of same class owned by him subsequently of the same or lower age than the originally offered vehicle/s
- Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s
23. In case the agency enters into any litigation such action should have to be taken in a court of law under jurisdiction of Bhubaneswar court only.

**Sd/-**  
**HoD (Geomatics),**  
**CMPDI RI-VII, Bhubaneswar**

## **COMMERCIAL TERMS AND CONDITIONS**

1. Rates should be quoted for daily engagement basis excluding POL as per the prescribed bill of quantities
2. The daily running km of Vehicle will be recorded / certified by the executives or his representative. The cost of POL, @1-litre of mobil per 500 km run and @1-litre of HSD per 10 km run, shall be reimbursed by CMPDI RI-VII, Bhubaneswar along with the bill of hiring charges. The original bills for mobil and HSD (duly authenticated by the tenderer) shall be submitted along with the bill of hiring charges. . The repair & maintenance of vehicle is the responsibility of the owner.
3. Submission of printed bills: Printed Pre-receipted duly stamped bills for all the hiring made in the month shall be submitted in duplicate after completion of one month of hiring. The bills should be submitted in the first week of succeeding months for scrutiny and payment. The bills should have details like name, address of the service provider, bill serial no, date, service tax registration no., PAN, value of service and service tax, total km run, corresponding HSD and mobile oil issued in detail with satisfactory performance of work certified by camp authorities.
4. Paying authority: HOD (Finance), CMPDI, RI.VII, Bhubaneswar.
5. Payment terms: Payment will be made within 30 days of submission of bills duly completed in all respect. No interest shall be payable on the amounts withheld, under the terms of the contract agreement/work order
6. Payment will be made for the days of engagement only. No overtime or halting charges will be paid.
7. Tax deduction at source: The income tax, will be deducted at source as per applicable rules and certificate will be issued at the end of the year unless the contractor produces an exemption certificate from Income Tax authorities.
8. Penalties: In case the owner fails to provide a vehicle for a particular period/s, he/they will not get the hiring charges for that period. In case of failure to provide a vehicle, a penalty of 1.5 times of daily hiring charges would be imposed and same shall be adjusted from the monthly bill.
9. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value
10. Security Deposit: Total security deposit will be 10% of the awarded value. The security deposit will be deposited after adjusting the EMD, within 28 days from the date of receipt of LOA (Letter of Acceptance) by the successful bidder in the form of Bank Guarantee (if the amount is more than Rs. 50,000/-) or demand draft in favor of “CMPDI Regional Institute - VII, Bhubaneswar” of any scheduled bank payable at Bhubaneswar. The security deposit shall be refunded to the tenderer after successful completion of work and shall bear no interest.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either:-

- a) at Bidder's option by any nationalised/Scheduled Indian Bank
  - or
  - b) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.
11. If any sum is found due and payable to company the successful bidder in connection with this contract or any other contract, the company shall have the right to deduct the amount due from the bills of the present contract.

**Sd/-**  
**HoD (Geomatics),**  
**CMPDI RI-VII, Bhubaneswar**

***SECTION -3***

**LETTER OF BID &  
Different Formats**

## **FORMAT OF LETTER OF BID**

<b>LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF MCL)</b>
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To

**The Tender Committee,**

Geomatics Department,  
CMPDI, RI-VII, Bhubaneswar.

**Sub:** Letter of Bid for the work **“Hiring of vehicle with hard top covered body (Marshal, Mahindra Max, Bolero XL or equivalent for deployment in overburden removal check measurement and other survey work in and around Talcher Coalfield.”**

**Ref.:**

**1. CMPDI/RI-VII/BBSR/GMT/Veh./e-T/2015/503**

**Dtd: 15.05.2015**

**2. Tender Id No.: 2015\_CMPDI\_14463\_1**

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against CMPDIL.

*(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required).*

## **AFFIDAVIT**

(NON JUDICIAL STAMP PAPER OF Rs 5.00/-)

I.....Partner/Legal  
Attorney Proprietor/Accredited Representative of M/s. .... Solemnly  
declared that:

1. I/We are submitting tender for the work  
.....  
.....  
.....  
  
against Tender Notice No. ----- dated -----
2. None of the partners of our firm is relative of employee of CMPDI.
3. All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true
4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.
6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “-----“for a period of  
----- year/s, effective from ----- to -----

7. I/We, hereby, abide by CMPF/EPF clause of the tender document and ensure implementation of the same and misc. provisions therein & allied scheme framed there under in respect of the workers deployed.

Signature of the Tenderer

Dated-----

**Seal of Notary**

## **PROFORMA FOR EXECUTION OF AGREEMENT.**

### **STAMP PAPER.**

AGREEMENT NO. \_\_\_\_\_ DT. \_\_\_\_\_

This agreement is made on ..... day of ..... between Central Mine Planning and Design Institute Limited, RI-VII having its registered office at Bhubaneswar, Odisha – 751001 (hereinafter called the ‘COMPANY’ which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ( Name of the Contractor ) carrying on business as a ( partnership/proprietorship/ Ltd. Co. etc. ) firm under the name and style ..... (hereinafter called the ‘said Contractor’ which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

### **NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i. Annexure - A Tender Notice (Page ... to ...)
  - ii. Schedule –A General terms & conditions. Special conditions and General technical specification (Page .... to ...)
  - iii. Schedule - B The probable Quantities and Amount (Page ...to ...)
  - iv. Schedule - C Negotiation letters –
  - v. Schedule - D Letter of Acceptance/Work Order (Page .. to ..)
  - vi. Schedule - E Drawings (Page ... to ...)
- 3) In consideration for the payment of the sum of Rs.....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) Performance security i.e. First part of security:- The company has converted a sum of Rs..... Only deposited by the said contractor as Earnest Money vide DD No./BG No.(valid upto) into a part of Performance Security Deposit of 5% of the awarded work value. The balance of Rs..... upto 5% of the work order value has been deposited by the



contractor vide DD no./BG No.(valid upto). The total performance security including EMD is @5% of the total award value of the work. The security deposit amount shall not carry any interest.

- 5) Retention money i.e. Second part of security:-The second. Part of security i.e. retention money @5% of the executed work value is to be recovered from each running bills and release of both the aforesaid security deposit will be dealt as per General terms and conditions.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1. Partner. Signature

2. Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of:-

1. Name \_\_\_\_\_ Signature

Address:

Occupation:

Signed by Sri .....on behalf of Signature

(Name of Company) in presence of -

1. Name : Signature

2. Address:

## **PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY/EARNEST MONEY**

To .....

Dear Sir,

1. In consideration of the notice issued by ....., having its registered office at .....(hereinafter called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalized/Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank Draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated..... We.....Bank (hereinafter referred to as the Bank) having its office/Branch at ..... do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bid. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....\*\*..... We shall be discharged from all liability under this Guarantee thereafter. \*\* The Bidder shall allow guarantee upto bid validity period plus 90 days considering date of submission / revised submission, if any or up to ..... as fixed by the Notice inviting authority.
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.
5. The bank has under its constitution power to give this guarantee and Sri ..... who has signed it on behalf of the bank, has authority to do so.

Signed and sealed this.....day of.....at.....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative/payable at our branch at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

Signature of the authorized person For and on behalf of the Bank.

## **BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

*(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK  
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)*

To:

**Central Mine Planning & Design Institute Limited,  
RI – VII, Bhubaneswar, Odisha-751001**

In consideration of the **Central Mine Planning & Design Institute Limited**, RI-VII having its Registered office at **Bhubaneswar, Odisha-751001** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_ *[Name of the Work]* by issue of Letter of Award No. \_\_\_\_\_ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_ valued at \_\_\_\_\_ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_\_ *[indicate figure]*% of the Contract Sum \_\_\_\_\_ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_ *[name of the Bank]*, of \_\_\_\_\_ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of \_\_\_\_\_ *[amount of guarantee in figures and words]*, at any time from \_\_\_\_\_ to \_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor

and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank \_\_\_\_\_