



**CMPDI**  
A Mini-Ratna Company

**सेंट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीच्यूट लिमिटेड**  
(कोल इण्डिया लिमिटेड की अणुशंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Ltd., Navratna Public Sector Undertaking  
ISO9001:2008 Certified Company  
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**NIT No: CMPDI/RI-3/Civil&Env/2015/474**

**Dtd: 24/8/2015**

**e-TENDER NOTICE**

1. Tenders are invited on-line on the website <https://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:**

Description of work	Estimated Cost of Work (Rs in lakhs)	Earnest Money (In Rs)	Period of Completion
Generation of one season (non monsoon) base line environmental data in respect of Flora-fauna survey for 2 (two) Projects of CCL. (Group 2)	1.00 (Excluding service tax)	1000.00	The validity period of contract is 6 months from the date of issue of work order

2. **Time Schedule of Tender :**

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	27.8.15	11.00 Hours
b.	Document download start date	28.8.15	11.00 Hours
c.	Document download end date	7.9.15	17.00 Hours
d.	Bid Submission start date	28.8.15	11.00 Hours
e.	Bid submission end date	7.9.15	17.00 Hours
f.	Start date for seeking Clarification on-line	28.8.15	11.00 Hours
g.	Last date for seeking Clarification on-line	2.9.15	17.00 Hours
h.	Date of Pre-bid Meeting	NA	
i.	Last date of receipt of EMD	NA	
j.	Technical Bid Opening date	8.9.15	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). Detailed tender notice is available at <https://mcltenders.gov.in>

### **Note**

In order to submit the bid, the bidders have to get themselves registered online on the e-procurement portal i.e. <https://mcltenders.gov.in> with valid Class 2 or Class 3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT including Commercial and General 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 is allowed/accepted. The user portal agreement is the part of NIT/Contract Document.

- i The bidders who fail to submit the required EMD as per procedure, will not be considered.
- ii It is essential for the bidder to respond to all terms and conditions indicated in the tender available for on-line bidding. Offers which do not comply all the NIT terms & conditions, may not be considered for price bid opening.
- iii Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded (if any) against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the participating bidders.
- iv No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have down loaded the documents from website. Bidders have to regularly (i.e. once in a day) Check websites i.e. <http://www.cmpdi.co.in> or <https://mcltenders.gov.in> for corrigendum relating to concerned tender, if any.
- v The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website of <https://mcltenders.gov.in> or tender document failing which the offer is liable for rejection.
- vi Bidders should download the complete NIT including the Sections and read carefully before filling the details and uploading the documents.
- vii Central Mine Planning & Design Institute Limited (referred to as Company in this document) invites bids for the work of Generation of one season (non monsoon) base line environmental data in respect of Flora-fauna survey for 2 (two) Projects of CCL *within its command area* (as defined in this document and referred to as “the work”) detailed in the table given in the notice inviting tender (NIT). Name of the projects will be provided in the final work orders
- viii The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the Contract.

### **3. Earnest Money Deposit ( EMD):**

#### **3.1 Deposit of EMD:**

- I. Earnest Money can be deposited online on e-Procurement portal of MCL by following mode:
  - a) Online fund transfer from Axis Bank
  - b) NEFT from any Scheduled Bank

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account (Pool Account) before bid submission).

- II. In case of online payment of EMD, the bid submission can be made only when the EMD is received by MCL (Pool Account).
- III. In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received by MCL (Pool Account) within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

**3.2 The Bid Security/Earnest Money may be forfeited:**

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security/ Security Deposit.
- c. if the bidder furnishes wrong information.

**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.

**4. User Portal Agreement:**

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT /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.

**5. 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.

**6. Contract Document:**

The tender shall consist of information in compliance with all the sections mentioned in clause no. 2 in General Terms and Conditions (Section – 4)

**7. Qualification of the Bidders:**

To qualify in the work mentioned above, tenderers must have the following:

**For Group- II (Flora Fauna Survey):- Have own capability or having MOU with Govt. recognized Universities/ Institutions for undertaking Flora- fauna Survey**

**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 prequalification 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.
- xi. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

**Note:** In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN and Service Tax registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill

## 8. **Eligibility Criteria:**

- A. Work Experience:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works ( i.e. work of baseline data generation essentially comprising of flora-fauna survey **in any Government/Semi Government/Public Sector Undertakings (Central/State)/Private firm (only if the Private firm is a Company registered under Indian Companies Act'1956)** during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility criteria) should be either of the following:
- i. Three similar completed works each costing not less than the amount equal to 40% of the estimated value.
- Or
- ii. Two similar completed works each costing not less than the amount equal to 50% of the estimated value.

Or

- iii. One similar completed work costing not less than the amount equal to 80% of the estimated value.

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as subcontractor will be taken into account, if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (**i.e. e-Publication date of NIT**). The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation.

**While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.**

The cost of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience (date of completion of work) till **the last day of month** previous to one in which e-Tender has been invited.

The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5 % for each completed year (total no. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

Sub-contractors experience and resources will not be taken into account in determining the Bidders' compliance with qualifying criteria.

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

- i. Start date & end date of each qualifying experience (similar work),
- ii. Agreement Number/Work Order Number of each experience,
- iii. Work Order Issuing authority of each experience,
- iv. Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture),
- v. Executed Value of work against each experience,
- vi. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

Note: In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

- B. Financial Turnover:** Average annual financial turnover during the last 3 (three) years ending on 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated value.

(The "Previous Financial Year" shall be computed with respect to the **e-Publication date of NIT**).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

The system shall calculate the average of the financial turnover of 3 years furnished by the bidder by adding 5% for each completed year (total no. of days/365) after the end of respective financial year. (**i.e. 31<sup>st</sup> March**) till the last day of month previous to one in which e-Tender has been invited.

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

- i. Annual financial turnover of each of the last 3 years ending 31<sup>st</sup> March of the previous financial year,

- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate,
- iii. Membership Number of the Chartered Accountant,
- iv. Date of issue of financial turnover certificate by CA.

**Note:** In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl.No.(ii), (iii) & (iv) above will be given w.r.t the lead partner of JV only.

- C. Evidence of possessing adequate working capital (at least 20% of the value of this work inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- D. **Permanent Account Number:** 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.

**E. Service Tax Registration Certificate:**

The bidder should possess a Service Tax Registration Certificate issued by Govt. Dept of any Indian State.

- i). Confirmation regarding possessing of Service Tax Registration Certificate issued by Sales Govt. Dept. of any Indian State in the form of Yes / No

- F. **Provident Fund:** Particulars of registration/clearance from appropriate provident fund authority, or affidavit in original that the tenderer shall ensure implementation of PF & Miscellaneous Provision Act 1948 and allied scheme

- G. An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the bid document at Section - 7

**9. 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 Class 2 or Class 3 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.
- c) **Letter of Bid:** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed/typed on Bidder's letter head. This document will be signed by the bidder 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 the person signing the Letter of Bid.**

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

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 Techno-Commercial bid will be decrypted and opened online, 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 Techno-Commercial 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.
13. “In cases where the system does not read the values of any of the BOQs submitted against a tender while generating BOQ comparative chart, a manual comparative statement will be prepared based on the data available in the BOQs uploaded by the bidders and the same shall be considered for evaluation and uploaded on the system for viewing by the public”.
14. **Price Bid:**

The Price Bid containing the Bill of Quantity (BOQ) will be in Excel format and will be downloaded by the bidder and he/she will quote the rates for all items in this Excel file. The rates quoted by the bidder will be excluding Service Tax. This file will be digitally signed and uploaded by the bidder. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate BOQ. All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.

**Note:** All bidders will have to upload only one document i.e. “Letter of Bid” in Cover-I and only “Price-bid” in Cover-II. Price Bid for Environmental baseline data generation for flora & fauna survey for 2 (two) projects of CCL within its command area, Ranchi, is required as per the following requirement/table:

Sl no	Description of Item	Unit	Qty	Rate (In Rs)	Amount-(In Rs)
1.	<p>Conducting Ecological study of the area covering Flora &amp; Fauna including conservation plan for endangered and endemic species for both Flora &amp; Fauna based on the field survey and preparation of report. The field survey of Flora &amp; fauna should be conducted by deploying Botanist and Zoologist respectively as per direction of Engineer-in-charge. The survey should include the following:</p> <ul style="list-style-type: none"> <li>• Survey of terrestrial &amp; aquatic flora &amp; fauna for core &amp; buffer zone separately.</li> <li>• Survey of study area in terms of features like breeding &amp; spawning grounds, habitats flight paths, migratory paths.</li> <li>• Survey of flora covering types e.g. agriculture crops, commercial crops, plantation, natural vegetation/ forest type, grass lands. The endangered &amp; endemic species of flora beside any other flora, if present, are also to be identified.</li> <li>• The survey will cover total listing of faunal population. The survey should also cover endangered, endemic, migratory &amp; detail of aquatic fauna.</li> <li>• The survey should cover possible</li> </ul>	Each Project	2		



	<p>effects of the proposed developmental activity on terrestrial species (plants &amp; animals), aquatic species (fauna, fish, coral), habitats, aesthetics of the area, on natural resources e.g. soil, geological formations, dunes, beaches, lakes, forest, coral reefs, mangroves, swamps and crops and the atmosphere.</p> <ul style="list-style-type: none"> <li>• The assessment of potential damage to terrestrial &amp; aquatic flora and fauna. The impacts should be categorized as Primary and secondary, temporary and long term, unavoidable and risk, trans-boundary impacts, possible irreversible changes.</li> <li>• Recommendation of mitigation measures.</li> </ul> <p>All inclusive as per direction of Engineer-in-charge.</p>				
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**NB:** - 1. Study on the existing flora and fauna in the study area (10km) shall be carried out and the list of flora and fauna duly authenticated separately for the core and buffer zone and a statement clearly specifying whether the study area forms a part of the migratory corridor of any endangered fauna. If the study area has endangered flora and fauna, or if the area is occasionally visited or used as a habitat by Schedule – I fauna, or if the project falls within 15 km of an ecologically sensitive area, or used as migratory corridor then a comprehensive conservation plan should be prepared and submitted with EIA/EMP Report and comments from the CWLW of the state Govt. also obtained and furnished.

**2.Tenderers /Service providers should quote their rates excluding the impact of Service Tax. Service tax will be paid extra, as applicable. The Service Tax invoice should clearly mention the Service tax registration number of the service provider and the name of the service receiver i.e. CMPDI Ltd.**

**Study Area:** Study area for the purpose of quoting the rates should be considered 10kms radius from periphery of mine lease hold. Core zone is mine lease area and rest of the area is buffer zone.

15. 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.

16. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder, as enlisted below, 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 all the specified documents attested by notary public of 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.

#### LIST OF DOCUMENTS TO BE UPLOADED BY THE L-1 BIDDER

Sl.No.	Eligibility Criteria	Scanned copy of documents (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)
1.	<b>Work Experience</b> (Ref. Clause No.8(A) of NIT)	Satisfactory work completion certificate issued by the employer against experience of similar work containing all the information furnished by bidder on-line
2.	<b>Financial Turnover</b> (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a <b>Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.</b> (In case of JV, turnover certificate for each individual partner of JV)
3.	<b>Evidence of possessing adequate working capital</b> (Ref. Clause No.8(C) of NIT)	At least 20% of the value of this work inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
4.	<b>Audit account</b> (Ref. Section-3, qualification information)	Audited account of previous financial year (Profit/loss account, balance sheet); and audited balance sheet for last 5 financial years.
5.	<b>Permanent Account Number</b> (Ref. Clause No.8(D) of NIT)	PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each individual partner of JV)
6.	<b>Service Tax</b> (Ref. Clause No 8 (E) of NIT)	Service Tax Registration Certificate issued by Govt. Dept of any Indian State
7.	<b>Provident Fund</b> (Ref. Clause No. 8 (F) of NIT)	Documents according to Clause 8(F) of NIT
8.	<b>Legal Status of the bidder</b>	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.

9.	<b>Digital Signature Certificate (DSC)</b>	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
10.	<b>Qualification information</b> ( <i>Ref Clause no. 7 of NIT</i> )	Accreditation certificate as per clause no. 7, specifically mentioning the period of validity of the certificate
11.	An Affidavit on a non-judicial stamp paper of minimum value of Rs 10 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the Section 7 of NIT	
12.	Any other document to support the qualification information as submitted by bidder online.	
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 Evaluator 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 the prescribed time. The bidder will upload the scanned copy of specified documents attested by notary public 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.

- In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- 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.

- 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}.

- e. Abnormally high rate (AHR) & Abnormally low rate (ALR) items:

Abnormally high rates & abnormally low rates, if quoted by the contractor, in item rate tenders will be identified & dealt with as under :

- i) For identification of AHR & ALR items the ceiling of +/- 20 % respectively, when compared with the updated estimated rate, will be considered.
- ii) Variation in quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/- 5 % of the quantity provided for items of work.
- iii) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company, Additional Performance Security, the difference in amount calculated between the updated estimated rate multiplied by the quantity of a particular ALR items and the ALR rate quoted by the contractor multiplied by the quantity to the same item.

The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

The amount so retained will be refunded on successful completion of individual ALR items of work.

#### **17. Validity of bid:**

The validity period of the tender shall be 120 (one hundred twenty) days from the end date of bid submission.

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 bid security getting forfeited. A bidder agreeing to the request will not be required or permitted to modify his 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.31 (Modification and Withdrawal of Bid) of NIT.

#### **18. 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.

#### **19. Refund of EMD:**

- a) If EMD is paid by the bidder in online mode (Direct Debit / NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

- c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e) If the bidder withdraws his / her bid online (i.e. before the end date of submission of tender) then his / her EMD will be refunded automatically after the opening of Part I tender.

The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

## **20. Performance security**

Performance security shall be 5% of the contract amount of 1(one) year, and is to be submitted within 28 days of receipt of Letter of Acceptance (LOA)/Work Order, by the successful bidder, in any of the form given below:

- a A Bank Guarantee in the form given in the Bid Document
- b Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c Money (Demand Draft) drawn in favour of 'Central Mine Planning and Design Institute Ltd, Regional Institute III, Ranchi on any Scheduled Bank payable at its branch at Ranchi.
- d The Earnest Money / Bid Security deposited shall be discharged when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit equivalent to the 5% of the contract value.
- e If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either –
  - (i) at bidder's option by a Nationalized / Scheduled Indian Bank or
  - (ii) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of 90 (ninety) days beyond the contract period of 6 months or extended contract period whichever is later.

- f Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.
- g Retention money will be deducted at 5% from the bill that would be submitted by the contractor for the work done against the work order given in that particular year. Retention money of 5% deducted from the bills shall be refunded after final approval, by MoEF, of EIA / EMP Report prepared on the baseline data generation report, against the work order for that particular year or three years from acceptance of final report, whichever is earlier.
- h The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.
- i The refund of Security Deposit shall be subject to Company's right to deduct / appropriate its due against the contractor under this contract or under any other contract.

## **Additional Performance Security**

Additional Performance Security shall be in accordance with the Clause 16 (e) of the NIT, and is to be submitted within 28 days of receipt of Letter of Acceptance (LOA)/Work Order, by the successful bidder, in any of the form given below:

- a A Bank Guarantee in the form given in the Bid Document
- b Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c Money (Demand Draft) drawn in favour of 'Central Mine Planning and Design Institute Ltd, Regional Institute III, Ranchi on any Scheduled Bank payable at its branch at Ranchi.
- d If Additional 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 a Nationalized / Scheduled Indian Bank or
  - (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of 90 (ninety) days beyond the contract period of 6 months or extended contract period whichever is later.

- e Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.
- f The amount so retained will be refunded on successful completion of individual ALR items of work.

21. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

22. All Duties taxes and other levies, payable by the contractor under the contract (excluding service tax) or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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.

**Tenders /Service providers should quote their rates excluding the impact of Service Tax. Service tax will be paid extra, as applicable. The Service Tax invoice should clearly mention the Service tax registration number of the service provider and the name of the service receiver i.e. CMPDI Ltd.**

23. **Cost of Bidding:**

- a. 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.

- b. **Site Visit:** - The bidder at the bidder's own responsibility, cost & risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into contract for the proposed work. The cost of visiting the site shall be at the Bidder's own expense.

It shall be deemed that the tenderer has visited the site / area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/ area or not and has taken all the factors into account while quoting his rates.

24. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
25. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
26. The work should be completed within the stipulated period which shall be reckoned from the **next day of execution of agreement / issue of detail work order.**
27. The tenderer will deploy sufficient number and size of equipment/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
28. **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.
29. 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.
30. 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 L-1 bidder 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 in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. 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.
31. **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.)**

32. 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.
33. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
34. This NIT 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, forms an integral part of this NIT and shall also form a part of the Contract agreement.

35. **Sub-Contractor / Sub-Vendor:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The contract agreement will specify major items of supply or services for which the contractor proposes to engage sub contractor / sub vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposal in this regard to the Engineer –in- charge / Designated officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer- in-charge / Designated officer in charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

36. **Deemed Exports:**

If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefit under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

**Consultants Not to Bid & Vice-Versa:**

A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project

37. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed.
38. 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.

39. **Employment of Local Labour:**

a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.

b) If a contractor submit his bid qualifies and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.



**40. Non-disclosure / Confidentiality Clause :**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

**41. 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 Court, where the subject work is to be executed.**

**Regional Director  
CMPDI, RI-III**

**FORMAT OF LETTER OF BID**

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

To

Regional Director,  
CMPDI, RI-III,  
Gondwana Place,  
Ranchi – 834031  
(Jharkhand)

Sub: Letter of Bid for the work.....

Ref No. : .....

Tender Id No.: .....

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.

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 CMPDI.

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

Yours faithfully,

(Signature of Bidder **OR**  
Authorised person of bidder **OR**  
DSC Holder bidding online with authorisation from bidder)

1. Name of Authorised Signatory :
2. Type of Authorisation :
3. Name of the Bidder :
4. Address :
5. e-Mail Address :
6. Mobile Number :

**Format for Authorization to DSC Holder bidding online on behalf of Bidder**

NON JUDICIAL STAMP PAPER OF Rs 10.00

I/We do hereby authorize Mrs/Mr/ .....Address ..... For online bidding on behalf of me / us for the e-tender invited by Central Mine Planning & Design Institute Limited, Ranchi on **<https://mcltenders.gov.in>**

Signature & Seal of the DSC Holder Authorized for online bidding on behalf of the Bidder.

Signature & Seal of the Bidder Authorizing the DSC Holder for online bidding.

Signature & Seal of the NOTARY

**FORMS OF BID AND QUALIFICATION INFORMATION**  
**QUALIFICATION INFORMATION**

(The information to be submitted by the L1 Bidder)

1. Constitution or Legal status of Bidder (attach copy)  
Place of registration: -----  
Principal place of business: -----  
Power of Attorney of signatory Bid: (attach)
2. Two or Three companies/contractors participating in the bid as Joint Venture should submit Firm wise participation details, banker's name, execution of work with details of contribution of each and all other relevant details.
3. Details of experience for similar nature and complexity of work use a separate statement for each contract.

1.	Number of contract: Name of contract:
2.	Name of the employer:
3.	Employers address:
4.	Nature of work and special features if any:
5.	Contractor's role (check one) 1. Sole contractor    2. Subcontractor    3. Partner in Joint venture
6.	Value of the total contract
7.	Date of award:
8.	Date of completion
9.	Specified requirements: A) Equipment:

4. Proposed subcontractors and firms to be involved:

Section of work	Value of subcontract	Sub-contractor (Name & Address)	Experience in similar works

5. Financial reports of the last five years: Balance sheets profit and loss statement, auditors' report etc. (Copies to be submitted and the following format to be filled up)

Financial information in Rs.	Actual : Previous five years					Projected: Next 2 years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before tax							
6. Profits after tax							

6. Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the construction cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

7. Details of the bankers

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

8. Information about current litigation in which bidder is involved:

Year	Award FOR or AGAINST applicant	Name of the client, Clause of Litigation and Matter of dispute	Disputed amount in Rs.

9. Details of the major sampling and laboratory equipment to be used for the work:

SL.No.	Equipment type and capacity	Make and model	Minimum number
1			

10. The bidder should provide full details of laboratory personnel, workshop personnel including fitters, mechanics, machinists etc.

11. Permanent Income Tax Account No. (PAN).

12. TECHNICAL RESOURCES

(a) List of key management & technical personnel available with the tenderer, with their qualification and experiences.

13. ACCREDITATION OF LABORATORY / MOU as per requirement of clause no. 7 of NIT.

14. DETAILS OF EARNEST MONEY / PERFORMANCE SECURITY

-Deposit of Earnest money by:

-Draft No:

-Drawn on:

-Amount (₹):

15. OTHER DETAILS

(a) Copy of Income Tax Clearance certificate

(b) All the information /documents as per NIT

\_\_\_\_\_  
Signature of the Tenderer

NOTE: Separate sheets may be attached to furnish details, if necessary.

**GENERAL TERMS AND CONDITIONS****1.0 DEFINITIONS:**

- i. The word “**Company**” or “**Employer**” or “**Owner**” or “**Client**” wherever occurs in the conditions, means the **Central Mine Planning & Design Institute Limited**, represented at the headquarters of the Company by the General Manager (Env.) or Regional Directors of the respective Institute or their authorized representatives or any other officer specially deputed for the purpose.
- ii. The word “**Principal Employer**” wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word “**Contractor**”/ “**Contractors**” or “**Agency**” wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iv. “**The Site**” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for contractor’s use.
- v. The term “**Subcontractor**” as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. “**Accepting authority**” shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- vii. A “Day” shall mean a day of 24 hours from midnight to midnight.
- viii. “**Engineer-in-charge/Designated Officer-in-charge**” will be clearly defined in the contract document. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- ix. The “**Contract**” shall mean the e-Tender Notice/Notice Inviting Tender (NIT), the tender as accepted by the Company and the formal agreement executed between the Company and the contractor together with the documents referred to therein, including general terms

and conditions, special conditions, if any, specifications, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- x. The “**Works**” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi. “**Schedule of Rates**” referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.
- xii. “**Contract price**” shall mean :-
  - (a) In the case of lump sum contracts the total sum for which tender is accepted by the company.
  - (b) In the case of other types of contracts the total sum arrived at, based on the individual rates quoted by the tenderer for the various items shown in the Bill of Quantities of the tender documents as accepted by the Company with or without any alteration as the case may be.
- xiii. “**Written notice**” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv. “**Drawings**”/“**Plans**” shall mean all:
  - (a) Drawing furnished by the owner with the bid document. if any, as a basis for proposals,
  - (b) Working drawings furnished by the owner after issue of letter of acceptance of the tender to start the work,
  - (c) Subsequent working drawings furnished by the owner in phases during progress of the work, and
- xv. “**Codes**” shall mean the following, including the latest amendments, and/or replacements, if any
  - (a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - (b) Indian Electricity Act and Rules and Regulations made thereunder.
  - (c) Indian Mines Act and Rules and Regulations made thereunder.
  - (d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.
  - (e) Water (Prevention & Control of Pollution) Act, 1974
  - (f) Air (Prevention & Control of Pollution) Act, 1981
  - (g) Environmental Protection Act 1986
- xvi. Completion of work shall mean completion of field work and submission of final report duly accepted by engineer incharge.

## 2.0 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

E Tender Notice

Section 1 Format of Letter of BID

Section 2 Format for Authorization to DSC Holder bidding online on behalf of Bidder

Section 3 Forms of Bid and Qualification Information

Section 4	General terms and conditions
Section 5	Special terms and conditions.
Section 6	Technical specifications.
Section 7	Proforma for affidavit to be submitted by the L-1 Bidder.
Section 8	Form of Article of Agreement & Letter of acceptance
Section 9	Bank Guarantee Format
Section 10	Format e-Payment

Letter of Acceptance (LOA) of Tender indicating deviations, if any, from the conditions of contract incorporated in the NIT issued to the bidder and duly accepted by the Employer.

Scope of works/Bills of quantities/schedule of works/quantities and Finalized work programme.

- 2.1** After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents. (Certified true copies).
- 2.2** None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.3** The Court of **Ranchi** shall have exclusive jurisdiction in all matters arising under this contract.

### **3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF:**

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities and the specifications, the following order of preference shall be observed:

- (a) Description in schedule of quantities.
- (b) Particular specification and special conditions, if any
- (c) General specification

- 3.1** In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract. The 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2** Any error in description, quantity or rate in schedule of quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- 3.3** Any difference detected in the tender/tenders submitted, resulting from:
  - a. Discrepancy between description in words and figures, then the rate which corresponds to the words quoted by the contractor, shall be taken as correct.
  - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, then the unit rate shall be regarded as firm and amount corrected.
  - c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.



The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tendered along with other tender/tenders. Rounding off to the nearest rupee will be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

**4.0 SECURITY DEPOSIT/RETENTION MONEY:**

**4.1** Security Deposit shall consist of three parts:

- (a) Performance Security to be submitted at the time of award of contract. and
- (b) Retention money to be recovered from running bills.
- (c) Additional Performance Security (in accordance with Cl. No. 16 of NIT)

The security deposit shall bear no interest.

**4.2** Performance security shall be 5% of the contract amount and is to be submitted within 28 days of receipt of LOA, by the successful bidder, in any of the form given below:

- A Bank Guarantee in the form given in the NIT
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of Central Mine Planning & Design Institute Limited, Regional Institute- III, Ranchi on any Scheduled Bank payable at its branch at Ranchi

The Earnest Money / Bid Security deposited shall be discharged when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit equivalent to the 5% of the contract value.

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 a Nationalized / Scheduled Indian Bank or
- (b) by a foreign bank located in India and acceptable to the employer.
- (c) the section of the Bank Guarantee shall be for a period of ninety days beyond the contract period of 6 months

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.

**4.3 Additional Performance Security**

Additional Performance Security shall be in accordance with the Clause 16 of the NIT, and is to be submitted within 28 days of receipt of LOA/Work order, by the successful bidder, in any of the form given below:

- a A Bank Guarantee in the form given in the Bid Document
- b Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c Money (Demand Draft) drawn in favour of 'Central Mine Planning and Design Institute Ltd, Regional Institute III, Ranchi on any Scheduled Bank payable at its branch at Ranchi.
- d If Additional 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 a Nationalized / Scheduled Indian Bank or
  - (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of 90 (ninety) days beyond the contract period of 6 months or extended contract period whichever is later.

- e Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.

- f The amount so retained will be refunded on successful completion of individual ALR items of work.

**4.4** Retention money will be deducted at 5% from the bill that would be submitted by the contractor for the work done against the work order.

**4.5** The performance security of 5% should be refunded after issue of completion certificate. Retention money of 5% deducted from the bills shall be refunded after final approval, by MoEF, of EIA / EMP Report prepared on the baseline data generation report, against the work order OR three years from acceptance of final report, whichever is earlier.

**4.6** The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The refund of Security Deposit shall be subject to Company's right to deduct / appropriate its due against the contractor under this contract or under any other contract.

**4.7** Failure of the successful bidder to comply with the requirements as above shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

## **5.0 PAYMENT:**

**5.1** Payment as per the unit rates as accepted by *CMPDI* and for quantities as approved by *Regional Director, Regional Institute – III, CMPDI, Ranchi -834031, (Jharkhand)* after execution of security deposit as per Clause 4 above will be made on submission of environmental data generated and its report.

**5.2** The tenderer will have to execute an agreement with Regional Director, CMPDI, RI – III, Gondwana Place, Kanke Road, Ranchi – 834031. If in the opinion of the Regional Director, CMPDI, RI–III, Ranchi, one contract agreement can be executed covering more than one work, the selected party would be allowed to do so, with understanding that he will be bound by the time frame indicated against each work and he is being required to furnish security deposit and fulfillment of other conditions including performance bond.

## **6.0 DEVIATIONS / VARIATIONS IN QUANTITIES – EXTENT AND PRICING:**

The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

**6.1** The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer-in-charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate / rates as are specified in the contract.

- 6.2** If the additional, altered or substituted work includes any class of work for which no rate / rates is / are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:
- (a)** The rate shall be derived from the rate / rates for similar or near similar class of work as is / are specified in the contract / tender, failing which
  - (b)** The rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which
  - (c)** The rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate / rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit an overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.
- However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he / she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.
- 6.3** Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:
- (i)** An increase of less or equal to 10% of total awarded cost of the work requires approval of competent authority who originally approved the award of work.
  - (ii)** An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
  - (iii)** More than 10% deviation from original awarded value should require approval of next higher authority, but total amount should be within the delegated power of the next higher authority.
- 6.4** Time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value ) as may be assessed and certified by the Engineer-in-charge.
- 6.5** The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for omitting the part of the work or extra charges / damages shall be made by the contractor on these grounds.
- 6.6** In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate / rates to be paid thereof shall be resolved separately with the company.
- 7.0 TIME FOR COMPLETION OF CONTRACT / PENALTY**
- The time frame for carrying out the generation of environment data shall be the essence of the contract. For delayed execution of the work, CMPDI reserves the right to impose penalty @ ½ % of each work order value per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the work order. This penalty would be adjusted from the security and / or recovered from the bills or dues of the contractor either against the same work or dues against other work. In situations where CMPDI is satisfied about reasons for delay, CMPDI may consider request for extension of time without imposition of penalty. The decision of the CMPDI in this regard shall be final and binding. The CMPDI however will not be responsible for any

delay on its parts that may be attributed in execution of the work and no claim what so ever will be entertained on this accounts.

## **8.0 QUALITY ASSURANCE – WORKMANSHIP:**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

- 8.1** All equipment used for data generation and the data/report to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-charge for his satisfaction that the materials so comply.
- 8.2** The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of data as required or necessary by the specification for approval of Engineer-in-charge who shall approve after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the subcontractor. On receipt of data as per schedule, the Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the data with the required specification and complying with the requirements as per contract documents. The contractor shall be bound to take fresh samples and furnish data accordingly, if disapproved by the Engineer-in-charge.
- 8.3** The company, through the Engineer-in-charge, shall have full power to reject any data due to a defect therein for not conforming to the required specification or for equipment not being in accordance with the required quality and standard or for not being in accordance with the samples approved by him or for any other reason. The contractor shall forthwith remedy the deficiency at his expense and no further work shall be done pending such rectification, if so instructed by the Engineer-in-charge.

## **9.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT**

- 9.1** The company shall , in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
- a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer in Charge , then on the expiry of the period as specified in the notice
  - OR
  - b. Commits default/ breach in complying with any of the terms & Conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer in Charge , then on expiry of the period as may be specified by the Engineer in Charge in a notice in writing
  - OR
  - c. Fails to complete the work or items of work with individual dates of completion, on or before the date / dates of completion or as extended by the company, then on expiry of the period as may be specified by the Engineer in Charge in a notice in writing
  - OR
  - d. Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act /

acts of favour in relation to the obtaining or execution of this or any other contract for the company .

OR

- e. Obtains a contact with the company as a result of ring tendering or other non- bonafide method of competitive tendering.

OR

- f. Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer in Charge. The Engineer in Charge may be giving a written notice to cancel the whole contract or portion of it in default.

The contract shall stand terminated under the following circumstances;

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of Court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If a contractor shall suffer an execution being levied on his / their goods, estates and allow it to be continued for a period of 21 (Twenty one) days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

**9.2** On cancellation of the contractor or on termination of the contractor, the Engineer in Charge shall have powers

- a. To take possession of the site and any materials, equipments, implements, stores, etc. there on .
- b. To carry out the incomplete work by any means at the risk and cost of the contractor.
- c. To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss / damage suffered, if any by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payment made till date and value of contractors materials, equipment, etc, taken possession of after cancellation.
- d. To recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost / expenditure or of any loss / damage suffered by the company shall not however arise in the case of termination of the contract for death / demise of the contractor as stated in 9.2 (d)

**9.3 Suspension of Work:** - The contractor shall on receipt of the order in writing of Engineer in Charge (whose decision shall be final & binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer in Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a. On account of any default on the part of the contractor, or
- b. For proper execution of the works, or part thereof reasons other than the default of the contractor or,
- c. For safety of the works or part thereof.

The contractor shall during such suspension properly protect and insure the works to the extent necessary and carry out the instruction of the Engineer in Charge. If the suspension is ordered for reasons b) and c), the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

**9.4 Foreclosure of contract in full or in part** - if at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor, In the event of abandonment/reduction in the scope of work, the company shall be liable

- a. To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.
- b. To pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads. Temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c. To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction or for reduction in the scope of work, other than those as specified above.

The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

#### **10.0 FORCE MAJEURE**

The Contractor shall promptly notify the client in writing, of any situation or event arising from circumstances beyond his control and which he could not reasonably foresee, which makes it impossible for the Contractor to carryout in whole or in part his obligations under this Agreement. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to that caused by the force majeure and a reasonable period not exceeding fifteen (15) days to remobilize for the continuation of the services.

#### **11.0 COMPLETION CERTIFICATE:**

The contractor shall give notice of completion of field work and submit 2 (two) copies of the Draft Report to the engineer-in-charge. The Engineer-in-charge shall within 30 days from the completion thereof study the draft report and ascertain the deficiency / deficiencies, if any, to be rectified / regenerate the data by the contractor as also the items, If any, for which payment shall be made at reduced rate if the deficiencies are of a minor nature and the Engineer-in-charge is satisfied that the contractor has already made arrangements for rectification of in the event of contractor's failure to rectify the deficiencies for any reason whatsoever, the deficiencies can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost hereof, he shall issue the completion certificate indicating the date of completion of the work, deficiencies to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefore and with necessary instructions to the contractor to clear the site.

- 11.1** In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer-in-charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 11.2** In case of contractor's failure, the EIC shall have right to get the work done at the cost of the contractor.

**12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR:**

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- (a) The Contractor shall exercise all reasonable skill, care and diligence in the performance of the services under the Agreement and shall carry out all his responsibilities in accordance with the recognized professional standings and fulfill the requirements of experts committees constituted by MoEF/CPCB/SPCB, Govt. of India. The Contractor shall In all professional matters act as a faithful performer to the client and act fairly. The Contractor shall respect the laws and customs of the country.
- (b) The remuneration of the Contractor charged to the client according the unit rates of this Agreement shall constitute his only remuneration in connection with the Agreement and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Agreement or to the discharge of his obligations there under.
- Contractor shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or any commission in respect of any protected article or process used for the purposes of this agreement.
- (c) The Contractor during execution of work, without absolving himself of contractual obligations, performance guarantee etc. shall have authority to make minor alterations to design as may be necessary or expedient, but he shall obtain the prior approval in writing of the client to any substantial modification of the design of the said works and to any such instruction to a Contractor which constitutes a major variation, omission or addition to alter contract. In the event of any emergency however, which in the opinion of the Contractor requires immediate action in the client's interest, the Contractor shall have authority to issue such orders as required on behalf of the client.

The Contractor must inform the Client immediately of any orders issued without prior consent and follow up such advise, as soon as possible.

- (d) When the contractor shall determine that an integral part of the work has been completed, which the contractor deems is capable of being accepted the contractor shall give forty eight hours prior written notice to the client that such integral part is ready for trial, test and acceptance, Such trial and tests shall be carried out under the supervision of the contractor and in the presence of the client's representative. Upon completion of such tests to the entire satisfaction of the client, the contractor shall execute a Maintenance. Certificate recommending acceptance and the client shall take the completed works under his care, custody and control.
- (e) The contractor will provide all the expert technical advice and skill, which are personally required for the class of services for which he is engaged. Where specialist technical advice or assistance is required beyond that committed under the scope of services, contractor may, with the prior written consent of the client arrange for the provision of such services, and client shall pay for all such services at the rates which client agrees to pay. However, the contractor shall assume full and unenviable responsibility for all the services which he is committed to render under this agreement.
- (f) The company reserve the right to let other contractors also work in connection with the project and the contractor / contractors shall co-operate in the works for the introduction and stores and materials and execution of his / their works.
- (g) The contractor / contractors shall keep on the work, during the progress a Competent Superintendent and necessary assistant who shall represent the contractor (s) in his/their absence. Important instructions shall be confirmed to the contractor(s) in writing.
- (h) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders. The contractors shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- (i) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his / their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor / contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.
- (j) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his / their work.



(k) The contractor/contractors shall “furnish to the EIC or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

(l) All duties, taxes (excluding service tax) and the other levies payable by the contractor under the contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, over heads etc as may be attendant upon execution and completion of work shall also be included in the rates, prices and total bid price submitted by the bidder.

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

**Tenders /Service providers should quote their rates excluding the impact of Service Tax. Service tax will be paid extra, as applicable. The Service Tax invoice should clearly mention the Service tax registration number of the service provider and the name of the service receiver i.e. CMPDI Ltd.**

(m) Payment of Service tax shall be the total responsibility of the contractor .However, the contractor shall be entitled to the re-imbursement to the extent of service tax at actual.

(n) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labour required for the contract which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

(o) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his / their own cost and supply of all water required for the contracted work and drinking water to his / their workmen.

(p) The work shall not be sublet to any other party, unless approved by Engineer-in-charge in writing.

(q) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor / contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

(r) All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to be labourer by its representatives.

(s) The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified.

(i) The company or an agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any

royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article and / or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- (ii) The company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the environmental data generation or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- (iii) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act 1948. Employer's Liability Act 1938. The Workmen's Compensation Act 1923, Industrial Disputes Act 1947. The Employees State Insurance Act 1948, CMPF and Allied Scheme and Provisions Act 1948. EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act 1961 or any modifications thereof or of any other law relating thereto and rules made there under from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract, and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

(t) Insurance

The contractor/ contractors shall take following insurance policies at his own cost.

- (i) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any law relating thereto.
- (ii) The contractor shall at all times during the pendency of the contract also indemnify the company against all claims, damages or compensation against claims by third parties resulting from acts performed in carrying out the services.
- (iii) The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors, if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tender rate.
- (iv) In the events of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

\*This clause no 12(t) shall be applicable for phased award of works of value of over Rs.50 lakhs each.

- (u) Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the EIC of such discoveries and carry out the EIC's instruction for dealing with them.

### **13. SETTLEMENT OF DISPUTES**

In case of any claim is made by the employee of the concerned contractor, the contractor/party engaged will be liable to meet the same.

In case of any dispute case will be filed under the jurisdiction of Ranchi.

In case of any dispute if any private party is engaged the Arbitrator will be appointed by the CMD, CMPDI and in case if any Govt. Undertaking is engaged the permanent Arbitration Machinery of Govt. of India will be engaged.

## **SECTION 5**

### **SPECIAL TERMS & CONDITIONS**

Notwithstanding anything stated in this agreement, under mentioned Special Terms & Conditioned would be operative and fully binding on the Contractor.

1. Contractor would be deemed to have acquainted himself with the tasks to be performed, requirement and procedure for environmental data generation. Rates are valid for site/project location and conditions and for performance of the various tasks, sub task etc., whether specifically mentioned or not and are deemed to include handling and transportation of samples, power supply and infrastructure facilities for sampling, analysis etc. and all inputs, activities attendant upon proper execution of the work conforming to the requirements of Ministry of Environment, Forest and Wildlife and to the satisfaction of the client.
2. For Environmental Baseline Data Generation, the rates for the various items, sub-tasks, tasks (as the case be ) includes sampling, transportation and handling of samples, analysis, performance of tasks etc. contractor would be required to comply with the following :-
  - (i) Furnish documentary evidence in respect of currently valid recognition as prescribed in Clause 7 (Qualification of the Bidder) of NIT for the laboratory and infrastructure which the contractor would be deploying for performance of the tasks of environmental data generation.
  - (ii) Sampling, Analysis including method of testing shall conform to relevant Indian Standards, and in the absence thereof International Standards and code of practice. Ambient Air Quality monitoring furnished in emission regulations brought out by the Central Board for Prevention and Control of Water Pollution is to be assimilated by the contractor.
  - (iii) Wherever feasible, contractor would be required to keep referral sample with indication of sample particulars (location, date & time of sampling etc.) and the same shall be preserved for such period as may be specified by the client. On client summons or requisition, contractor would be required to make available the sample to the client for getting analysis and testing carried out through any recognized laboratory or agency. In the event of variance in the test or analysis results of referral sample and the results furnished by contractor, it will be open to the client to recover the amount paid to the contractor for such work.
  - (iv) Contractor would consult the client for sample size, location and their details connected with the work. Location of sampling points delineated on Map would be furnished to the contractor by the client, if considered necessary.
  - (v) On receipt of assignment, contractor would furnish to the client, work programme, name of persons (with their qualification and proof of expertise) to be deployed for carrying out the tasks assigned. Only qualified and experienced persons having required qualification and expertise would be deployed by the contractor to the satisfaction of the client.
  - (vi) In case analysis or test result indicate excessive or abnormal values of specific parameters, site conditions or likely reasons thereof shall be recorded in the remarks brought out in explanatory note by the contractor.
  - (vii) Contractor will be required to defend the work carried out by him and accuracy thereof and shall be required to clarify, elaborate or justify in the context of evaluation of the tasks (carried out by the contractor) by State Pollution Control Board/Ministry of Environment and Forest and Wildlife Authority of State/ Government of India.
  - (viii) In case Environmental Baseline Data Generation covers more than one location, i.e. adjoining or in proximity, sampling locations and size etc. would be so planned to keep the cost at minimum.
  - (ix) The payment for Environmental Baseline Data Generation shall be made as per the actual number of samples analyzed and given in the report(s).

- (x) Arrangement for transport of agency's men and material required for the job has to be made by the agency. The responsibility for the security of the equipment lies on the agency.  
In case the data is not accepted by MOEF, the same has to be regenerated by the agency at his own cost.
  - (xi) In case the agency fails to get the data regenerated within the stipulated time, CMPDI may get the said data generated by some other agency at the agencies cost.
3. Contractor would furnish to the client 2 (two) copies of draft reports relating to environmental data generation. They would also submit final reports in 4 (four) copies and a soft copy (in CD). Digitized plan will be supplied along with the report and a soft copy in AutoCAD or as per instruction of Engineer-in-charge.
- The report shall also contain following Digitised Plans in AutoCAD:
- a) Plan showing 10 Km radius area from the periphery of the project Leasehold boundary showing the surface features namely National / State Highways , rail routes , rivers, nallahs, lakes, villages , different industries etc. as per instruction of Engineer- in-Charge.
  - b) Plan showing the locations of Air sampling stations within core zone & bufferzone (10 Km radius area from the periphery of the project leasehold boundary).
  - c) Plan showing the locations of water sampling stations within core zone & bufferzone (10 Km radius area from the periphery of the project leasehold boundary).
  - d) Plan showing the locations of noise sampling stations within core zone & bufferzone (10 Km radius area from the periphery of the project leasehold boundary).
  - e) Plan showing the locations of soil sampling stations within core zone & bufferzone (10 Km radius area from the periphery of the project leasehold boundary).
4. If there is delay on the part of the client in making available committed data, information etc. corresponding extension of time for the actual period involved would be granted by the client without imposition of penalty. It is clearly understood that no claim from the contractor would rest with the client or shall be entertained by the client.
- 5 Contractor would invariably in advance, intimate the client, represented by *Regional Director, CMPDI RI-III, Ranchi*, in writing, of the contractor's expert personnel visiting the project or site proposed to be visited, tasks proposed to be carried and expected duration of such visit so that the client can, if considered necessary, depute his representative or authorize any other person to supervise and/or overview the work being carried out. Client is authorized to visit the Laboratory and acquaint himself that the tasks carried out by the contractor and his duties, responsibilities including execution of the work conforming to Indian standards and in the absence thereof international standards and code of practice.
- 6 The contractor/contractors shall not pay less than the minimum wages to the labours engaged by him/them, in any, as per Minimum wages Act or such other legislation or award or the minimum wages fixed by the respective state government as may be in force and in this matter the decision of the client shall be final and binding.
- 7 All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts, etc. relating to payment of labours if considered necessary and the client may arrange for witnessing the payment to the labours by its representatives.
- 8 The contractor / contractors shall in addition to any indemnity provided by law, indemnify the client against all liabilities whatsoever arising out of the workman's compensation Act 1932 or any enactment and amendments thereto and contractor shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Government in force in matters relating to the employment, payment and retrenchment of labour.  
No claim shall lie against the client for damaged one by any act of god or on account of circumstances beyond the client's control.  
If in any matter which is not expressly provided for or against conditions of any matter or practice appears prejudicial to the interest of client or the public, the client may call upon the contractor to remedy, modify or remove such matter or practice and this shall be binding on the contractor.

9. The work order can also be terminated by the *Regional Director, CMPDI, RI-III, Ranchi*, if it is found that the information furnished by the agency at the time of tender proved to be false.
10. *Regional Director, CMPDI, RI-III, Ranchi* reserves the right to terminate the work order without assigning any reason whatsoever after giving a month's notice. The agency shall be paid final dues after assessing the work done till date and after recovery of all dues, if any.

**TECHNICAL SPECIFICATIONS****Ecological Studies (Flora / Fauna)**

Study on the existing flora and fauna in the study area (10km) shall be carried out and the list of flora and fauna duly authenticated separately for the core and buffer zone and a statement clearly specifying whether the study area forms a part of the migratory corridor of any endangered fauna. If the study area has endangered flora and fauna, or if the area is occasionally visited or used as a habitat by Schedule – I fauna, or if the project falls within 15 km of an ecologically sensitive area, or used as migratory corridor then a comprehensive conservation plan should be prepared and submitted with EIA/EMP Report and comments from the CWLW of the state Govt. also obtained and furnished.

Description of flora & fauna should be given separately in the core and buffer zones.\*

[\*Consult the Wildlife (Protection) Act, 1972 as amended subsequently and list species with (1) Common name (2) Scientific name and (3) under which schedule of the Wildlife (Protection) Act the identified species fall (4) *Red Data Book* . Get the list authenticated by an Expert in the field / credible scientific institute / University / Chief Wildlife Warden Office. Information to be based on field survey.]

A.	Flora	Core Zone	Buffer Zone
1.	Agricultural crops		
2.	Commercial crops		
3.	Plantation		
4.	Natural vegetation / forest type		
5.	Grass lands		
6.	Endangered species		
7.	Endemic species		
8.	Others (specify)		
B.	Fauna (Terrestrial / Aquatic)		
1.	Total listing of faunal elements		
2.	Endangered species		
3.	Endemic species		
4.	Migratory species		
5.	Details of aquatic fauna, if applicable		

Baseline Data for Conservation of flora / fauna: should plan field studies – 1) scale of study – ensure representativeness of the landscape features, eco-systems, habitat types and species range through topographical maps, remote sensing or thematic maps 2) sampling size & frequency 3) timing of the study – allow recording of observations to cover different activity phases for important species such as time resting, feeding, hunting, daily movements etc. 4) Seasonality of the study – incorporation of

information on important life cycle events of key species (Animals – breeding and nesting seasons, migration patterns, Plants – flowering and fruiting seasons 5) Number of observations depending on parameter and scope, driven by expected outputs (one time observation, chance observation, regular observation) . The data should be both qualitative and quantitative (can be aided by computers, remote sensing, video-graphy etc. Source of secondary information is to be stated. Information contained in baseline should be able to allow identification of impacts.

Suggestive conservation plan is to be included for endangered / endemic species.



**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder**  
**(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)**  
Non Judicial Stamp Paper (minimum value of Rs.10).

**AFFIDAVIT**

I/We, -----, Partner/Legal Attorney/ Accredited Representative of M/s -----  
 -----, solemnly declare that:

1. I/We am/are submitting Tender for the Work -----  
 -----against Tender ID----- dated -----, vide  
 Bid ID -----
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
4. If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/ delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
5. 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 -----

**Signature of the Tenderer**

**Dated-----**

**Signature & Seal of Notary**

**AGREEMENT FORM**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 between \_\_\_\_\_ (name and address of the Employer) (hereinafter  
 called "the Employer" and \_\_\_\_\_ (name and address of the Contractor)  
 (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor  
 execute \_\_\_\_\_ (name and  
 identification number of Contract) (hereinafter called "the Works") and the Employer has accepted  
 the bid by the Contractor for the execution and completion of such works and the remedying of any  
 defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement. viz :
  - (i) Letter of Acceptance;
  - (ii) Notice to proceed with the work;
  - (iii) Contractor's Bid
  - (iv) Conditions of Contract
  - (v) Specifications

- (vi) Bill of Quantities and
- (vii) Any other document listed in the Contract Data/Contract Document (as per Clause 2 of General Terms & Conditions) as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

---

In the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor.

**LETTER OF ACCEPTANCE**  
**(in the letter head of the employer)**

**NO:.....**

**Dated.....**

To:

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

Dear Sirs,

This is to inform that your Bid dated ..... for execution of ..... (name of the contract and identification number, as given in the instructions to bidders ) for the contract Price of Rupees .....(.....) (amount in words and figures), as corrected and modified in accordance with the instruction to bidders is hereby accepted.

You are hereby requested to furnish initial performance security / initial security deposit in the form detailed in Clause ..... of NIT for an amount equivalent to Rs. ....within 21 days of the receipt of this letter of acceptance and sign the contract, failing which actions as stated in Clause ..... of the NIT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

**PROFORMA OF BANK GUARANTEE OF SECURITY DEPOSIT**

M/S Central Mine Planning and design Institute Ltd.  
*Regional Institute – III, CMPDI, Ranchi -834031, (Jharkhand)*

Dear Sir,

1) In consideration of CMPDI,RI-III, *Ranchi -834031* having its registered office at Gondwana Place, Kanke Raod, Ranchi--834008 (herein after called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No.----- dated----- issued in favour of M/s-----for----- (hereinafter referred to as “the contract” to accept the deed of guarantee as therein provided for Rs----- - from Schedule/Nationalised Bank in lieu of security deposit to be made by M/s----- ( herein after called “ the Contractor”) or in lieu of deduction to be made from the contractor’s bill for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the -----we, the ----- Bank (hereinafter referred to as the said bank) having its registered office at ----- do hereby undertake and agree to pay the Company to the extent of Rs ----- on demand stating that the amount claimed by the company is due and payable by the contractor fore the reasons of failure/negligence in performing the terms and condition contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

2) We, the -----Bank agree that the company shall be the sole judge as to whether the said Contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect upto ..... and any claim received after the said date shall in no case be bind the bank.

4) The company shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time of the power exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said bank shall not be released from its liability under these presents.

5) Notwithstanding anything contained herein the liability of the said bank under this guarantee is restricted to Rs..... and this guarantee shall come into force from the date hereof and shall remain in full force and effect till ..... unless the written demand or claim under this guarantee is made by the company with us on or before ..... All the rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.

6) 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 contractor or the said bank shall not discharge our liability hereunder.

7) This guarantee issued by Sri ..... who is authorized by the bank.

Under jurisdiction of **Ranchi** court only.

**FORMAT e-Payment**

(TO BE RETURNED TO THE COMPANY)

To,

The Central Mine Planning &amp; Design Institute Ltd.

CMPDI, RI-III, Gondwana Place, Ranchi ,

JHARKHAND- 834031

Reference: AUTHORIZATION OF ALL OUR PAYMENT THROUGH ELECTRONIC FUND TRANSFER  
SYSTEM/RTGS/CBS/INTRA BANK TRANSFER

We, hereby authorize CMPDI Limited to make all our payments against our bills, refund of Earnest Money Deposit and Security deposit through electronic fund transfer system/RTGS/CBS/Intra Bank transfer. The details for facilitating the payments are given below:

**(TO BE FILLED IN CAPITAL LETTERS)**

1. NAME OF BENEFICIARY 2. ADDRESS (WITH PIN CODE)   3. TELEPHONE NO. (WITH STD CODE) 4. BANK PARTICULARS 1. BANK ACCOUNT NUMBER 2. BANK NAME 3. BRANCH NAME 4. BANK BRANCH CODE 5. BANK 11 DIGIT IFSC CODE (ATTACH A CANCELLED CHEQUE WITH THIS AUTHORIZATION)	
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I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

SIGNATURE

(AUTHORIZED SIGNATORY)

NAME: -----

Official Stamp

Date:

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No. ----- With our branch and bank particulars mentioned above are correct.

SIGNATURE

(AUTHORIZED SIGNATORY)

NAME: -----

Date:

Official Stamp

