

SECTION -3

LETTER OF BID & FORMATS

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF ` 10/-)

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

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

OR

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

Signature of the Tenderer

Dated-----

Seal of Notary

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi – 8340 31**

Sub. : Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi** through Electronic Fund transfer / Internet Banking.
(SBI-NET)

Ref. : Order No. _____ Date _____ and / or Tender / Enquiry / Letter
No. _____ Date _____
(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. **Name of the Party** : _____
2. **Address of the Party** : _____

City _____ PIN Code _____
E- Mail Id _____
Permanent Account Number _____

3. **Particulars of Bank**

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

4. **Date from which the mandate should be effective.**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through SBI Net.

Place:

Date:

Signature of the party / Authorized Signatory.

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

Banker's Stamp:

Date :

(Signature of the Authorized official from the Banks)

PROFORMA FOR EXECUTION OF AGREEMENT

AGREEMENT NO._____ **DT.**_____

This Agreement is made on this _____ day of _____ 20..... between the Central Mine Planning and Design Institute Limited, a Company Registered under the Indian Companies Act, 1956 having its Registered Office at Gondwana Place, Kanke Road, Ranchi (hereinafter called the Company which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the contractor) carrying on business as a (Partnership / proprietorship / Ltd. Co. etc.) firm under the name and style _____ (hereinafter called the "said Contractor" which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

And whereas the Company invited tender for the work
_____ against Tender Notice No.
_____.

And whereas the said contractor / firm submitted tender for the said work and deposited a sum of Rs. _____ as Earnest Money and whereas the tender of the said contract has been accepted by the company for execution of the said works.

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

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page to)
 - ii) Schedule-A General terms & conditions. Special conditions and General technical specifications (page to)
 - iii) Schedule-B The probable Quantities and Amount (Page to)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance / Work Order (Page to)
- 3) In consideration for the payment of the sum of Rs. (W/O value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by item's measurements at unit prices by the Company, the said Contractor shall, subject to the terms & conditions contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs.....only, from the amount of Rs.....deposited by the said contractor as Earnest Money, into "Initial Security Deposit" of 1% of the awarded work value. The excess / balance amount of earnest money shall be adjusted in the RA Bills(s).

- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs.....or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfillment of the contract to the satisfaction of the Company.

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

1. Partner Signature

2. Partner Signature

On behalf of M/s.....
The Contractor, as one of the constituted attorney,

In the presence of –

1. Name : Signature

Address :

Occupation :

Signed by Sri on behalf of Signature
(name of Company) in presence of :

1. Name : Signature

2. Address :

**BANK GUARANTEE PROFORMA FOR
EARNEST MONEY DEPOSIT/BID SECURITY**
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To :

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi - 834 031**

WHEREAS _____ [name and address of Bidder] (hereinafter called "the Bidder") shall be submitting its Bid dated _____ [date of the Bid] for the work. _____ [name of the work] (hereinafter called "the Bid").

KNOW ALL MEN by these present that we, _____ [name of the bank] of _____ [name of the country] _____ having our registered office at [address of the bank] (hereinafter called "the bank"), are bound unto the **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi - 834 031** (hereinafter called "the Employer") for the sum of [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 20__.

THE CONDITION of this obligation are :

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form ; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity :
 - (a) Fails or refuses to execute the Contract Agreement when required ; or
 - (b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

We, _____ [name of the bank] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank

Signature	_____
Name	_____
Designation	_____
Common Seal of Bank	_____

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY / GUARANTEE
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi - 834 031**

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi – 834 031** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order / Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized / Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

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

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

Dated this _____ day of _____ at _____

For and on behalf of the Bank

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

HINDERANCE REGISTER

1. Name of Work : _____
2. Contract Agreement No. : _____
3. Date of Commencement : _____
4. Stipulated Date of Completion : _____
5. Extended Date of Completion, if applicable : _____

Sl. No.	Nature of Hindrance	Activity of Work affected	Effect of Hindrance on employment of labour and T&P etc	Date of notification of hindrance by contractor	Signature of contractor's representative	Date of removal of hindrance	Sign of client Engineer	Period of Hindrance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)