



सीएमपीडीआई
cmpdi
A Mini Ratna Company

**TENDER DOCUMENT
FOR
“ENVIRONMENTAL BASE LINE DATA
GENERATION FOR ONE SEASON
(NON MONSOON)
IN RESPECT OF
FLORA & FAUNA SURVEY
FOR 5 (FIVE) PROJECTS OF
WESTERN COALFIELDS LIMITED”
(GROUP - II)**



JUNE 2016

Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute –IV, Jaripataka,
Nagpur – 440014, (Maharashtra).

SECTION-1

e-TENDER NOTICE

**cmpdi***A Mini-Ratna Company*

सेंट्रल माइन प्लानिंग एंड डिजाइन इंस्टीट्यूट लिमिटेड
 कोल इंडिया लिमिटेड की एक अनुषंगी कंपनी / भारत सरकार का एक लोक उपक्रम
 मु. :- गोंदवाना प्लेस, कांके रोड, राँची ८३४ ०३१ झारखण्ड (भारत)
क्षेत्रीय निदेशक का कार्यालय
 क्षेत्रीय संस्थान - ४, कस्तूरबा नगर, जरीपटका, नागपुर - ४४००१४
Central Mine Planning & Design Institute Limited
 (A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Office of the Regional Director
 Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014

NIT NO. : CMPDI/RIN/Tender/ Baseline/Group-II/2016/1154

DATE: 22.06.2016

e-TENDER NOTICE FOR**“Environmental Base Line Data Generation for one season (Non-Monsoon) in respect of Flora & Fauna Survey for 5 (Five) Projects of WCL” (Group –II)**

1. Tenders are invited on-line on the website <https://coalindiatenders.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 per Annum (In Rs)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In days)
“Environmental Base Line Data Generation for one season (Non-Monsoon) in respect of Flora & Fauna Survey for 5 (Five) Projects of WCL”(Group –II)	₹ 2,50,000.00	₹ 2,500.00	0.00	The completion period of contract is 4 months from the date of handing over site.

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date		
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i.	Technical Bid Opening date		

As available on the website :
<http://coalindiatenders.gov.in>



CIN NO.NO:U14292JH1975GOI001223.

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NOTE: If the due date of opening falls on a holiday, the Tender will be opened on the next working day.

- (i) In case minimum 03 (three) Bids are not received within originally stipulated time, the tender submission date will be extended initially for 02 (two) days and if still less than 03 bids are received, the tender submission date will be extended by another 05 (five) days automatically by the system.
- (ii) Tenderers are requested to visit the websites from time to time, up to the due date of opening, to ensure that they have not missed out on any corrigendum uploaded subsequently in respect of the tender under reference. However, System generated e-mail/SMS will be sent automatically to such vendors who have saved that particular tender as 'Favourite' tender. The sole responsibility of downloading the corrigendum, if any, will be that of the tenderer, since no separate intimation in respect of the corrigendum will be issued individually to the tenderers.
- (iii) There will be no physical / manual sale of the Tender Document.
- (iv) There is no tender fee and the bidders can download the Tender Document free of cost.
- (v) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.

3. DETAILS OF TENDER:

TENDER NO:	CMPDI/RIN/Tender/ Baseline/Group-II/2016/1154, dated 22.06.2016
MODE OF TENDERING	ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal : https://coalindiatenders.gov.in
TYPE OF TENDER	TWO BID
ESTIMATED VALUE OF TENDER	₹ 2,50,000.00 only
TENDER FEE	Not applicable
EARNEST MONEY DEPOSIT	₹ 2,500.00 only

The bidder will have an option for submitting EMD through either **ONLINE** or **OFFLINE** mode in case of works & service tenders. The **OFFLINE** mode can be exercised only through submission of Bank Guarantee (BG) where the EMD is Rs. 5 lakh or above.

In online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the challans generated by system on e-procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL Bank account and the information flows from Bank to e-procurement system.

In Offline mode the bidder can make payment of EMD in the form of Bank Guarantee (BG) (if applicable) from any scheduled bank. The bidder will furnish all the details online i.e. BG Number, date of issue, expiry date, name of issuing bank and amount etc. regarding EMD. The bidders who opts for submission of EMD through BG (more than ₹ 5 Lakh) will opt for EMD exemption. The bidder will mention the amount of exemption for which he is required to submit the BG and he will upload the scanned copy of BG as pdf file at the space provided for EMD exemption document.

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The information provided and document uploaded by L-1 bidder will be evaluated as per relevant clauses. If L-1 bidder qualifies all the technical criteria, he will be asked to submit the original BG either in person or by post which must be received in the office of Tender Inviting Authority within 7(seven) working days. If the bidder fails to submit the original BG then bidder will be debarred for 1(one) year from participating in future tender of CMPDIL.

The BG against EMD shall be taken for the tenders where EMD is amounting ₹ 5 Lakhs or more. In tenders with EMD less than ₹ 5 Lakh online mode of payment shall be enabled.

The date of validity of BG shall be mentioned in the NIT and it shall be counted as original End date of submission of Tender + Bid validity period + 90 days.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during the bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

In case of discrepancy between the online submitted information regarding the instruments for EMD and the original BG being submitted by bidders, the later shall prevail if the instrument is found to be valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of bidder.

The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. CMPDI shall not be responsible for any postal delay in receipt of EMD.

NOTE: (1) To upload the information regarding BG the tender should be created with the option for enabling the "EMD Exemption Option" as Yes.

Refund of EMD

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the case 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 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 the 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 tender.
- f. The Earnest Money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Price-bid and those who have not emerged as L-1 tenderer after opening of Price-bid. The Earnest Money deposited by the L-1 bidder either through online fund transfer or through NEFT/RTGS or in the form of DD/BC/BPO shall be adjusted against Performance Security Deposit (PSD). The EMD deposited by the L-1 bidder in the form of Bank Guarantee (BG) will be discharged when the bidder has furnished the required PSD and signed the agreement.

4. INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS :

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Requirements for Vendors-

- P.C. connected with internet.
- Registration with Service provider portal <http://coalindiatenders.gov.in>
- The vendor should possess a Class II/III Digital Signature Certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)
- If any clarification is required, the Bidders are requested to contact M/s. NIC. at the following contact Numbers, before the schedule time for submission of the bid:-
NIC Toll Free Telephone Number : 1800-3070-2232 ; 91 7878007972 ; 91 7878007973
Help desk No. at CMPDI, RANCHI: 0651- 2233058/ 2233032
Contact person for this Tender: Mr. H K Ghanvat, GM(Env)
Contact No.: 09421995348; 0712-2642313, e-mail – hk.ghanvat@coalindia.in

5. Availability of Tender Documents: Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice shall be available at websites www.cmpdi.co.in, or <http://eprocure.gov.in/cppp>.

6. Pre-bid Meeting: Not Applicable

~~The pre-bid meeting shall be held in the office of the, RI-IV, Nagpuren the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.~~

7. 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.

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

9. 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. 10 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

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

- i) The qualifying criteria parameter e.g. experience, financial resources(of the relevant period) and the equipment/fleet strength of the individual partners of the JV / CONSORTIUM will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.

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- iii) The bid, and in case of a successful bid -the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium 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 /Consortium. Such JV / Consortium 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 shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV / Consortium 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 /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/ letters /documents shall be signed by lead partner authorized to sign on behalf of the JV/ Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium 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 Bid.
- xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected. If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.

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xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV / Consortium before making any payment.

10. Eligibility Criteria:

A. Eligibility Criteria

For Group – II (Flora & Fauna Survey):

The bidder should have own capability or having MOU with Govt. recognized universities/Institutions for undertaking Flora & Fauna Survey.

B. Work Experience

The bidder must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature (**Environmental Base Line Data Generation in respect of Flora & Fauna Survey**) valuing **65% of the annualized estimated cost** of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Annualised value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”.

For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which bid has been invited.

The definition of similar work shall be as follows:

“Environmental Base Line Data Generation in respect of Flora & Fauna Survey.”

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) Name and Address of employer/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.

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Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month of in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. 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 one year before the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirements (65% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will should not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. 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.

C. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the 'Annualized value' or the Estimated value whichever is less of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

Data to be furnished by Bidder on-line:

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

Note: In case the bidder is a joint venture, the working capital of the individual partner 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.

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Technical evaluation by the System :

- i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

D. Permanent Account Number(PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

Data to be furnished by Bidder on-line :

Confirmation in the form of YES / NO regarding possessing of PAN.

Technical evaluation by the System :

The system will evaluate "YES" as eligible and "No" as not eligible

Note: In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV will be furnished.

E. Registration of Service Tax.

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

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

If 'NO', Certificate from C.A. for exemption from Registration under Service Tax.

Note: In case the work / service is awarded to a Joint venture participating in the tender they have to submit VAT, 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.

F. **An Affidavit** on a non-judicial stamp paper of minimum value of Rs.5 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 Annexure VII

G. Legal Status of the bidder:

Any one of the following documents:

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

H. Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of



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legally acceptable document for the authority to bid on behalf of the bidder is required.

I. *Banning:*

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

11. Methodology of Submission Of Bid And Its Evaluation:

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

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

c General Technical Evaluation:

The bidder has to fulfil/comply to all the terms of 'General Technical Evaluation' (GTE).

- d **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Annexure - VI) and uploaded as LOB along with this NIT, shall be downloaded by the bidder and printed on Bidder's letter head and the scanned copy of the same shall be uploaded during bid submission in **cover-I [i.e. Techno-Commercial Bid]**. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

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

- e **Confirmatory Documents:** The Bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in the Tender Document , in Part-I / Cover-I while submitting his bid. The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of



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Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.

12. Technical Parameter Sheet: The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item ~~along with other "commercial parameters"~~ will be available for download in Excel format. This will be downloaded by the Bidder and he will furnish all the required information on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission. Non-compliance of any of the parameter of specification for any of the item will disqualify the Bidder for that item. Non-compliance of ~~any of the commercial parameters~~ will disqualify the Bidder for all the items. The Technical ~~cum~~ Commercial Parameter Sheet, which is incomplete and not submitted as per instruction given above, may lead to rejection of one or all the items automatically by the system.

13. Commercial Sheet: The Commercial Bid / Sheet will be available ~~separately~~ for download in Excel Format. This will be downloaded by the Bidder and all the required information will be furnished on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission in Part-I / Cover-I while submitting his bid. Non-compliance of any of the parameters for any of the item will disqualify the Bidder.

14. Price Bid: The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all tendered items. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II.

"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".

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

Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Tenderer / Service Provider will be reimbursed on production of documentary evidence towards payment of such Service Tax to the Government Exchequer.

The Tenderer (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him / them. Such bills should necessarily contain Contractor's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challans should have to be submitted for separate services with specific mention of the services rendered to the CMPDI.

In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by CMPDI.

CIN NO.NO:U14292JH1975GOI001223.

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

Price Bid for Environmental baseline data generation for Flora & fauna survey (Group II) for five projects of WCL, Nagpur is required as per the following requirement/table:

Sl. No.	Description of Item	Unit	Quantity per project	Rate (In Rupees)/ sample	No of projects	Amount (In Rupees)
	GROUP II					
1	<p>Conducting Ecological and Biodiversity study of the area covering Flora & Fauna including conservation plan for endangered and endemic species for both Flora & Fauna based on the field survey and preparation of report. The field survey of Flora & 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"> Survey of terrestrial & aquatic flora & fauna for core & buffer zone separately. Survey of study area in terms of features like breeding & spawning grounds, habitats flight paths, migratory paths. Survey of flora covering types e.g. agriculture crops, commercial crops, plantation, natural vegetation/ forest type, grass lands. The endangered & endemic species of flora beside any other flora, if present, are also to be identified. The survey will cover total listing of faunal population. The survey 	Each Project	1		5	

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	<p>should also cover endangered, endemic, migratory & detail of aquatic fauna.</p> <ul style="list-style-type: none"> • The survey should cover possible effects of the proposed developmental activity on terrestrial species (plants & 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. • The assessment of potential damage to terrestrial & 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. • Recommendation of mitigation measures. <p>All inclusive as per direction of Engineer-in-charge.</p>				
	TOTAL				

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.
2. Tenderers /Service Providers should quote their rates excluding the impact of Service Tax. Applicable Service Tax paid by the Tederer/Service Provider will be reimbursed to him as applicable. The service invoice should clearly mention the service tax registration number of the service provider and the name of the service receiver i.e. CMPDI Ltd.

15. **Tender Status:**

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from



CIN NO.NO:U14292JH1975GOI001223.

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L-1 bidder, award of work etc.). 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 Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

16. 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 portal. Under any circumstance, 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.

17. In cases where the number of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system.

18. Opening of bids:

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE.

19. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

20. Evaluation of Bid:

- i) After opening of the tender on the scheduled date and time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS containing other Commercial parameters.
- ii) Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible Bidders get decrypted and a comparative statement of prices will be generated by the system.
- iii) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.

i) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 10 x 24 hours duration shall be given.

21. The supporting documents only of the L-1 bidder will be downloaded for evaluation by the Tender Inviting Authority.

In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder 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 allowing 10 days (10 x 24 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 email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of 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 those specified documents duly attested by notary public in support of the information/

CIN NO.NO:U14292JH1975GOI001223.

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declarations furnished by them online within the specified period of 10 days. If the L-1 bidder fails to submit the specified document/s in 10(ten) days, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

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

22. If the techno-commercial acceptability of L-1 bidder is established upon verification of the uploaded documents and short-fall documents if any, the case shall be considered by the tender committee for further decision.

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, then Documents will be asked from L-2 bidder. This process will continue sequentially till techno-commercially acceptable L-1 is established.

In case of defaulting bidders, Penal action will be taken as per table mentioned below.

It will be the responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

Following penalties shall be imposed on the defaulting Bidders:

Sl. No.	Situation	Penal Provisions
(i)	L-1 Bidder is a defaulter for part of items for which he is L-1	50% of EMD amount or ₹ 1.00 Lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 Bidder is a defaulter for all items for which he is L-1	100% of EMD amount or ₹ 1.00 Lakh or whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
(iii)	L-1 Bidder happens to be defaulter in 2 tenders issued by the same	100% of EMD amount of 2 nd tender is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1

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	procurement entity within a span of 1 year.	
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Note: (i) The submission of forged documents, if any, by the bidder (s) shall be dealt as per extant guidelines of relevant CIL manual

23. CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS:

The bidders will upload the scanned copy **attested by notary public** of the following specified documents in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

Sl No.	Eligibility Criteria	Information to be furnished by bidder online	Scanned copy attested by notary public to be uploaded by bidders in support of information/declaration furnished online by the bidder against eligibility criteria in Part - I
1.	<p>Eligibility Criteria</p> <p>For Group – II (Flora & Fauna Survey): The bidder should have own capability or having MOU with Govt. recognized universities/ Institutions for undertaking Flora & Fauna Survey.</p>	Relevant certificates are to be furnished.	Scanned copy attested by notary public of Relevant certificates to be uploaded by bidders
2.	<p>Work Experience</p> <p>The bidder must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature (Environmental Base Line Data Generation in respect of Flora & Fauna Survey) valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to</p>	i) Start date of the year for which work experience of bidder is to be considered for eligibility. ii) Start & end date of each qualifying experience (similar nature). iii) Work order / Agreement number of each experience. iv) Work order issuing authority of each experience. v) % share of experience	For work experience bidders required to submit satisfactory work completion certificate issued by the employer against the experience of similar work containing all the information as sought online.

CIN NO.NO:U14292JH1975GOI001223.

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	<p>one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p> <p>Annualised value of the work shall be calculated as the "(Estimated Cost / Period of completion in days) x 365".</p> <p>For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which bid has been invited.</p>	<p>(100 % in case proprietor or a partner in a partnership firm or the actual % of share in case of a joint venture consortium)</p> <p>vi) Executed value of work against each experience.</p>	
3.	<p>Working Capital</p> <p>The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for period of completion over one year) or 20% of the estimated cost of the work (for period of completion upto one year), for this work.</p> <p>Banker's Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to the last date of submission of Bid) is to be submitted.</p> <p><i>In case of JV, Banker's Certificate regarding availability of access to credit (issued within 3 months prior to the last date of submission of Bid) of each partner be given separately.</i></p>	<p>i) Amount of available working capital inclusive of lines of credit and availability of other financial resources.</p> <p>ii) Date on which the bidder possesses the required working capital.</p> <p>iii) Date of issue of working capital certificate by CA</p> <p>iv) Name of the Chartered Accountant (CA)</p> <p>v) Membership no. of CA who certifies the bidder's working capital.</p>	<p>Certificate of working capital issued by a practicing chartered accountant having a membership number with institute of chartered accountants of India containing the information as furnished by bidder on-line.</p>
4.	<p>Permanent Account Number PAN card issued by Income Tax</p>	<p>Confirmation in the form of YES / NO for</p>	<p>PAN card issued by Income Tax department, Govt. of India Note:</p>

CIN NO.NO:U14292JH1975GOI001223.

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	department, Govt. of India	possessing the supporting document.	In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV will be furnished.
5.	Legal Status of the bidder	Confirmation in the form of YES / NO for possessing the supporting document.	<u>Any one of the following document:</u> 1. Affidavit or any other document to prove proprietorship/ individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
6.	Service Tax Registration	Confirmation in the form of YES / NO for possessing the supporting document.	Certification of registration for service tax with appropriate authority. OR Certificate from C.A. for exemption from Registration under Service Tax.
7.	Valid Digital Signature Certificate	Confirmation in the form of YES / NO for possessing the supporting document.	If the bidder himself is the DSC holder bidding on-line then no document is required. OR If the DSC holder is bidding online on behalf of the bidder, the Power of Attorney or any sort of legally acceptable authority to bid on behalf of the bidder is required to be produced.
8.	An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure-II .		
9.	Any other document to support the qualification information as submitted by bidder on-line.		
	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant document(s) 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.		

24. 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

CIN NO.NO:U14292JH1975GOI001223.

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Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will 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.

25. 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.

26. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

27. Currencies of Bid and Payment: The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

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 tenderers who resort to canvassing shall be liable for rejection.

30. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

31. The work should be completed within **4 months** and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.

32. He/they shall intimate officially of having completed the work as per contract.

33. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered/speed post by the employer prior to expiration of the bid validity period. The successful bidder/s will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement (for contract value more than Rs.5.00 Lakh) in the company's prescribed form (as per Annexure-III) for the due fulfillment of the contract.

Performance Security Deposit (PSD) must be submitted by the contractor within 28 days of receipt of LOA/work order, failing which the award of work will be cancelled with forfeiture of EMD. The agreement should be executed within 7 days of receipt of PSD from the contractor. In case the PSD is submitted in the form of Bank Guarantee (BG) and needs verification from the issuing bank, then agreement should be executed within 10 days of receipt of PSD. 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.

CIN NO.NO:U14292JH1975GOI001223.

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34. Bid Validity:

The validity period of the tenders shall be **4(Four) months** 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 forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per **Clause No.35** (Modification and Withdrawal of Bid) of NIT.

35. 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 online within the end date of bid submission and their EMD will be refunded. However, if the bidder once 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. the EMD will be forfeited and
- b. the bidder will be debarred for 1 (one) year from participating in tenders in CIL/Subsidiary.

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-tender will be done.

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

Note: In case of above, a letter will be issued to the bidder by Tender Inviting authority with approval of Tender accepting authority (in case Board is Tendering Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders in CIL / subsidiary. This letter will be circulated to all areas and CIL / subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority / Evaluators.

Standard Operating procedure (SOP) for managing the cases of Withdrawal of bids in e – procurement System of CIL/Subsidiary.

I. The mode of withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his /her bid which will attract no penal action.
- b. The system of online withdrawal beyond the end date of bid submission is **not** available. The bidder can withdraw his /her bid only offline, which may be considered except for some



CIN NO.NO:U14292JH1975GOI001223.

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exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids:

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-procurement portal can access the portal for online withdrawal but when there is split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his association from the bidder organization).
- b. Offline Withdrawal of Bid, beyond the end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by the Tender Committee:

Every case of withdrawal under clause I-(A)(b) and clause I-(B) shall be put up to Tender Committee for deliberation and further course of action. The decision of Tender Committee will be binding on the tenderer.

36. Bid Prices:

The Bidders shall offer for the whole work based on the priced Bill of Quantities submitted by the bidder. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill-in rates and prices for all items of the work described in the Bill of Quantities. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. ~~The base diesel price will be specified in the BOQ by the company.~~

(a) Tenderers /Service Providers should quote their rates excluding the impact of Service Tax. Applicable Service Tax paid by the Tederer/Service Provider will be reimbursed to him on production of documentary evidence of payment of such Service Tax to the Government Exchequer.

The Tenderer /Service Provider will have to raise separate bill for claiming reimbursement of applicable Service Tax paid by him. Such bill should necessarily contain the Tenderer's /Service Provider's Service Tax Registration Number with details of Range / Division / Commissionarate addresses with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challan should be submitted for the Service Tax paid by the Tenderer/Service Provider on the value of services rendered to CMPDIL.

In case of any default, delay in payment of taxes , wrong availment of CENVAT credit etc by the Contractor / Service Provider, CMPDIL is not responsible and in no case these claims by the Contractor / Service Provider will be entertained by CMPDIL.

(b) 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.

(c) 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. 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.

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38. In case the works / service is awarded to a joint venture participating in the tender they have submit VAT, 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 the Works / Service at the time execution of agreement / before the payment of first running on account bill.
39. 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.
40. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
41. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.
42. 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.
43. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all of 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.

44. Negotiations:

Negotiations will be held only if the lowest rate received is not reasonable and decision of the company regarding reasonableness of rates quoted will be final and binding on the bidders.

Work will be awarded to the lowest bidder (L-1) without post tender negotiations if the rates are reasonable

If the rates are not reasonable, negotiations with L-1 only may be undertaken to arrive at a reasonable rate.

45. Notification of Award and Signing of Agreement:

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. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause-4 of General terms & Conditions of the tender document.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

46. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.



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47. 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, technique, processes, software, inventions & other materials, both written and oral, office secret, confidential or proprietary nature, including without limitations any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental sub-systems, 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 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.

48. The **tenderer** shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.
49. Any matter / terms and condition not specifically mentioned here and relevant to this tender shall be dealt with provisions of relevant CIL manual. Manuals are available at Coal India website <http://www.coalindia.in>.

**Regional Director
CMPDI, RI-IV, NAGPUR**

Encl:

1. General Terms and Conditions. (Section - 2)
2. Special Terms And Conditions. (Section - 3)
3. Technical Specifications (Section – 4)
4. Operating Procedure Manual For Baseline Data Generation (Section -5)
5. Letter Of Bid, Proformas, Formats as below (Section – 6)
 - i. Proforma of Bank Guarantee in lieu of performance Security Deposit. (Annexure – I)
 - ii. Proforma for Affidavit to be submitted by the L-1 bidder. (Annexure – II)
 - iii. Proforma for Execution of Agreement (Annexure – III)
 - iv. Proforma of Bank Guarantee in lieu of Earnest money. (Annexure – IV)
 - v. Mandate form for Electronic fund transfer / Internet banking payment. (Annexure – V)
 - vi. Format of “Letter of Bid”. (Annexure – VI)
 - vii. Forms of bid and qualification information.(Annexure – VII)

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SECTION - 2**GENERAL TERMS AND CONDITIONS FOR ENVIRONMENTAL BASE LINE DATA GENERATION FOR ONE SEASON (NON-MONSOON) IN RESPECT OF FLORA & FAUNA SURVEY FOR 5 (FIVE) PROJECTS OF WCL****1. 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.

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- 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 notice inviting tender, 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.

'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.
- xiii. "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 there under.
 - (c) Indian Mines Act and Rules and Regulations made there under.
 - (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



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- (f) Air (prevention & control of pollution) Act, 1981
- (g) Environmental Protection Act 1986

2. CONTRACT DOCUMENTS: The following documents shall be part of contract document.

- Section 1 e Tender Notice
- Section 2 General terms and conditions
- Section 3 Special terms and conditions
- Section 4 Technical specifications
- Section 5 Operating Procedure Manual For Baseline Data Generation.
- Section 6 Letter of Bid, Proformas, Formats as below
 - i. Proforma of Bank Guarantee in lieu of performance Security Deposit. (Annexure – I)
 - ii. Proforma for Affidavit to be submitted by the L-1 bidder. (Annexure – II)
 - iii. Proforma for Execution of Agreement (Annexure – III)
 - iv. Proforma of Bank Guarantee in lieu of Earnest money. (Annexure – IV)
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 - vii. Forms of bid and qualification information.(Annexure – VII)

Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Tender document 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 Nagpur shall have exclusive jurisdiction in all matters arising under this contract.

3. 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 schedules of quantities, 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 and 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 the rate which corresponds to the words quoted by the contractor shall be taken as correct.

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- b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, 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 should 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 two parts:

- (a) Performance Security to be submitted at the time of award of contract and
- (b) Retention money to be recovered from running bills. The security deposit shall bear no interest.

4.2 Performance security shall be 5% of the contract amount of 1(one) year, 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 Bid Document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of '**CMPDIL RI-IV, Nagpur**' on any Scheduled Bank payable at Nagpur.

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 validity of the Bank Guarantee shall be for a period of ninety days beyond the contract period of 120 days.

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 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.

4.4 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.

4.5 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.

4.6 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.

4.7 Additional performance security

Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

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Additional performance security shall be furnished by bidder along with normal performance security.

Failure to submit such additional performance security may result into termination of the contract.

The additional performance security will not carry any interest and shall be released in the following manner.

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

5.0 PAYMENT:

- 5.1 Payment as per the unit rates as accepted by *CMPDI* and for quantities as approved by HOD (Env.), CMPDI / Regional Director, CMPDI, Regional Institute-IV, P.O.- Jaripatka, Nagpur-440014 (Maharaqstra), after execution of security deposit as per article 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 the Regional Director, CMPDI, RI-IV, P.O.- Jaripatka, Nagpur-440014 (Maharastra). If in the opinion of the Regional Director, CMPDI ,RI- IV , 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. 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



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(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. 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 @ $\frac{1}{2}$ % 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. QUALITY ASSURANCE – WORKMANSHIP:



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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. 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
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- 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.

9.2 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.

9.3 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 , equipment, 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.

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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)

9.4 **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.

9.5 **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



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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. 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. COMPLETION CERTIFICATE:

The contractor shall give notice of completion of field work and submit the Draft Report to the engineer-in-charge. The Engineer-in-charge shall within 30 days from the completion thereof inspect the work 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. 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.



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- 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 committee for Mining projects constituted by MOEF, Govt. of India and for MOEF/CPCB, 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.
- c. 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.
- d. 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 advice, as soon as possible.

- e. 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.
- f. 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 unavoidable responsibility for all the services which he is committed to render under this agreement.
- g. The company reserves 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.
- h. 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.
- i. The contractor / contractors shall employ only competent, skilful 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



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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.

- j. 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.
- k. 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.
- l. 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.
- m. **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.**
- n. 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.
- o. The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer 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.
- p. 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.
- q. The work shall not be sublet to any other party, unless approved by Engineer-in-charge in writing.
- r. 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.
- s. 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 Status, Acts and Laws and the company may arrange for witnessing the payment to be labourer by its representatives.
- t. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified.



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(a) 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.

(b) 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.

(c) 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.

u. **Insurance -**

- (i). The contractor/ contractors shall take following insurance policies at his own cost.
- (ii) 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.
- (iii) 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



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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(u) shall be applicable for phased award of works of value of over Rs.50 lakhs each

- v. 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 Nagpur.

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.

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SECTION - 3

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 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 MOU as prescribed in clause - 9 (Qualification of bidder) in e-tender notice /NITs for undertaking flora fauna studies/survey (Ecological and Biodiversity study).
 - ii. Flora fauna studies/survey (Ecological and Biodiversity study) shall be carried out in accordance with details in NIT.
 - 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 of 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. The digitization of plans as supplied by the Client shall be done by the Contractor and shall be compulsorily included in the submitted report, clearly showing the monitoring locations, project boundary and its buffer zone.
 - 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 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 Environment, Forests and Wildlife , Government of India.



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- viii. In case environmental 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 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.

Report of Base line data - The detailed report which should interalia incorporated; -

- a) Executive summary
- b) Methodology of sampling
- c) Equipment/ instruments deployed
- d) Rationale behind sampling
- e) Specialist manpower deployed with their professional background
- f) Separate plan shall be furnished delineating sampling locations.
- g) Highlights and final analytical results with regard to each specified parameters in respect of Group II (Flora-Fauna Survey). No additional payment or compensation shall be paid to you for such services since the same is deemed to be included in the unit rates vis a vis contract value

The report shall also contain following Digitized Plans in AutoCAD:

- 1. Plan showing 10 Km radius area from the periphery of the project boundary showing the surface features namely National / State Highways , rail routes , rivers, nallahs, lakes, villages , different industries etc. as per instruction of Engineering- in- Charge.
- 2. Plan showing the locations of sampling/survey study station /areas within core zone & buffer zone (10 Km radius area from the periphery of the project 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, in writing, the client, represented by *Regional Director*, CMPDI RI-IV, Nagpur of the contractor's expert personnel visiting coal project or site proposed to be visited, tasks proposed to be carried, 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 site & Laboratory and acquaint himself that the tasks carried out by the contractor



of 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-IV, Nagpur*, 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-IV, Nagpur* 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.



SECTION - 4**TECHNICAL SPECIFICATIONS****1. Ecological and Biodiversity 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 –

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incorporation of information on important life cycle invents 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, videography 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.



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SECTION 5**OPERATING PROCEDURE MANUAL FOR BASELINE DATA GENERATION**

While preparing the baseline data the following operating procedures have to be followed:

- a) Monitoring station for air, water, noise and soil sampling should be fixed in consultation with CMPDI representatives.
- b) Project Wise Site order book is to be kept at the sites of the base line data generation. These site order books have to be signed by any executive of CMPDI visiting the site for inspection. The site order book is a register duly certified by the HOD (Env.) as to the number of pages it contains and each page being numbered. The name of work, name of contractor, work order number should be recorded in its first page. Contractor shall submit the site order book to the department on completion of field work.
- c) Provision for fortnightly visit to the site by lower level executives kept, in order to carry out random checks.
- d) HOD (Env.) of the concerned RIs or of the HQ or any senior executives designated by him has to visit the above mentioned sites at least once in a season.
- e) A programme for execution of the work is to be provided by the contractor for the contract period of three months. The details of the programme should be in the form of pert chart or bar chart.
- f) A list of manpower engaged by the contractor has to be provided to CMPDI, mentioning each person's name, designation and their site of work.
- g) The contractor has to provide a list of equipment being used along with the serial number of each equipment and its date of calibration.
- h) Date wise prior information on the visit of experts in various fields engaged by the contractor has to be provided to CMPDI.
- i) A hindrance register is to be kept at all the sites to record any interruption and interference in day -to-day work.

These operating procedures have to be strictly complied with, for ensuring the authenticity of the data generated by the contractor. This will also provide a check and control on the procedures followed by the contractor.



Performa for checking field work during data generation

Group-2 (Flora and Fauna)

The following points to be noted during the inspection of Base line Data Generation Work:

- 1) Name of visiting officer and date of visit.
- 2) Name of site visited.
- 3) Name of the expert carrying out the field work.
- 4) Record the name of few of the Flora and Fauna found in the study area.

Signature of CMPDI officials

Signature of Contractor's Representative



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LETTER OF BID, PROFORMAS, FORMATS.Annexure – IPROFORMA OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT.

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharastra)**

Dear Sir,

In consideration of **M/s. CMPDIL, RI-IV, Nagpur** having its Registered Office at **Kasturba Nagar, Jaripatka, Nagpur - 440014** (hereinafter 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 herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (Hereinafter called “the Contractor”) or in lieu of deduction to be made from the contractor’s bill, for the due fulfilment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed 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 for the reasons of failure/negligence in performing the terms and conditions 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.

We..... 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.

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 bind the Bank.

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 any of the powers 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.

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

CIN NO.NO:U14292JH1975GOI001223.

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Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

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.

This guarantee issued by Sri who is authorised by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur.
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.



CIN NO.NO:U14292JH1975GOI001223.
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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, -----, Proprietor/Partner/Legal Attorney/ Director / Accredited Representative of M/s -----, solemnly declare that :

1. I/We am/are submitting Tender for the Work ----- against NIT No./Tender ID----- dated -----, and I/We offer to execute the work in accordance with all the terms and, conditions and provisions of the bid.
2. Myself / our partners / Directors don't has / have any relative as employee of CMPDIL.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this bid are genuine, authentic, true and valid.
5. I / We hereby authorize department to seek references / clarifications from our bankers.
6. * I / We have submitted particulars of existing sales tax / VAT registration, if applicable. We also undertake that certificate of registration with appropriate Sales Tax / VAT authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from competent authority under the contract labor (Regulation & Abolition act) as relevant if applicable.
8. * I / We hereby confirm that we have registration with CMPF / EPF authorities. We shall make necessary payments as required under law.

OR

- * I / We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. *I/We have not been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking. (In case of JV all partners are covered).

OR

- *I/We have been banned by the organization named “-----” for a period of -- year/s, effective from ----- to ----- (in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false / incorrect at any time, department may cancel my / our bid and action as deemed fit may be taken against me / us, including termination of the contract, for feature of all dues including earnest money and banning / delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

Signature of the Tenderer

Dated-----

Signature & Seal of Notary

CIN NO.NO:U14292JH1975GOI001223.

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PROFORMA FOR EXECUTION OF AGREEMENT.**STAMP PAPER.**

This agreement is made on day of between (Name of Company) having its registered office at (Hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (Hereinafter called the

'Said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said

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

NOW THIS AGREEMENT WITNESSETH 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.

- Section 1 e Tender Notice
- Section 2 General terms and conditions
- Section 3 Special terms and conditions
- Section 4 Technical specifications
- Section 5 Operating Procedure Manual For Baseline Data Generation.
- Section 6 Letter of Bid, Proformas, Formats as below
 - i. Proforma of Bank Guarantee in lieu of performance Security Deposit. (Annexure – I)
 - ii. Proforma for Affidavit to be submitted by the L-1 bidder. (Annexure – II)
 - iii. Proforma for Execution of Agreement (Annexure – III)
 - iv. Proforma of Bank Guarantee in lieu of Earnest money. (Annexure – IV)
 - v. Mandate form for Electronic fund transfer / Internet banking payment. (Annexure – V)
 - vi. Format of "Letter of Bid". (Annexure – VI)
 - vii. Forms of bid and qualification information.(Annexure – VII)

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

CIN NO.NO:U14292JH1975GOI001223.

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

- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) 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 Bill(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 fulfilment 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.

i) Partner. Signature

ii) 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 Srion behalf of

(Name of Company) in presence of -

2. Name :

Signature

Address: .

CIN NO.NO:U14292JH1975GOI001223.

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ANNEXURE-IV

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY.

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharastra)**

Dear Sir,

In consideration of **M/s. CMPDIL, RI-IV, Nagpur** having its Registered Office at **Kasturba Nagar, Jaripatka, Nagpur - 440014** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s..... having its Registered Office at (Hereinafter called "the said tenderers" which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No..... for (hereinafter called "the said Tender") of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs.....). We Bank (hereinafter referred to as "the Bank") do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

- 1) We, Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....
- 2) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the We shall discharge from all liability under this Guarantee thereafter..
- 3) 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 Tenderer or the Bank shall not discharge our liability hereunder.
- 4) This guarantee is issued by Sri who is authorized by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur.
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.



CIN NO.NO:U14292JH1975GOI001223.

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MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.**To**

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharastra)**

Sub: Authorisation for release of payment due from CMPDI, RI-IV, Nagpur through Electronic Fund transfer/Internet Banking.

Ref: Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____

Dear Sir,

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

Name of the Party : _____

1. Address of the Party : _____

City _____ PIN Code _____

E- Mail Id _____

Permanent Account Number _____

2. 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 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	Savings	Current	Cash Credit		



CIN NO.NO:U14292JH1975GOI001223.

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Type												
Account Number appearing in the Cheque Book)												

3. 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 Mahanadi Coalfields Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation 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 Authorised official from the Banks)



CIN NO.NO:U14292JH1975GOI001223.
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ANNEXURE-VI

Format of 'Letter of Bid' to be submitted on 'LETTER HEAD OF BIDDER'(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF CIL <http://coalindiatenders.gov.in>)**To,****The General Manager (E&M)****E&M Department****CMPDI, RI-IV, Jaripatka****Nagpur - 440014**

Sub: Letter of Bid for the work 'Baseline Data Generartion, Gr-II'.

Ref: 1. **NIT No** :-----2. **Tender Id No** :-----

Dear Sir,

This has reference to above referred bid. I / we have read and examined the conditions of contract, Scope of work, technical specifications, BOQ and other documents carefully.

I/We am / are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/We hereby submit all the documents as required to meet the eligibility criteria as per provision of the bid notice / document.

I/We hereby confirm that this bid complies with the bid validity, Bid security and other documents as required by the bidding documents.

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 RI-IV, CMPDIL, Nagpur.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance / Work order shall constitute a binding contract between us and CMPDIL.

Should this bid be accepted, we agree to furnish Performance security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of failure to abide by the said provisions, CMPDIL shall, without prejudice to any othe right or remedy, be at liberty to cancel the letter of acceptance / award and to forfeit the Earnest money and also debar us from participating in future tenders for a minimum period of 12 months.

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

(To be filled-in by the tenderer)

1. Name of Authorised Signatory:

2. Type of Authorisation:

3. Name of the Bidder:

4. Address :

5. e – Mail address:

6. Mobile number:

7. FAX Number;

8. Telephone Number:

9. Place:

10. Date:

CIN NO.NO:U14292JH1975GOI001223.

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ANNEXURE-VII

FORMS OF BID AND QUALIFICATION INFORMATION
QUALIFICATION INFORMATION

(The information to be submitted by the Bidders)

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 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	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.	



CIN NO.NO:U14292JH1975GOI001223.
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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 AGAIN applicant	Name of the client, Clause Litigation and Matter of dispute	Disputed amount in R

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:

-Amout (Rs):

15. OTHER DETAILS

(a) Copy of Income Tax Clearance certificate

(b) All the information /documents as per NIT clause &'CHECK-LISTS'

16. Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance).

Signature of the Tenderer

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

CIN NO.NO:U14292JH1975GOI001223.

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