



cmpdi

A Mini Ratna Company

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

TENDER DOCUMENT

FOR

Baseline Data Collection/Generation and analysis of various samples for three season of Group I (Air, Water, Noise and Soil) for UTKAL-D&E Project of NALCO.



September, 2016

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED
(A subsidiary of Coal India Limited)

REGIONAL INSTITUTE – VII
BHUBANESWAR (ODISHA) - 751 013

Contact:
0674 – 2303482, 9438881032, 9438881086
Fax No. 0674 – 2301762

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SECTION-1

TENDER NOTICE



सेन्ट्रलमाईनप्लानिंगएण्डडिजाइनइन्सटीच्यूटलिमिटेड
(कोलइण्डियालिमिटेडकीअनुषंगीकम्पनी/ भारतसरकारकाएकलोकउपक्रम)
क्षेत्रीय संस्थान-७,सामन्तपुरी, निकटस्थ गांधीपार्क,पो:आर.आर. एल, भुवनेश्वर ७५१०१३
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)

Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar – 751013

CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

NIT No: CMPDI/RI-VII/BBSR/Env/Baseline_e-T_1/2016/ E-2372

Dtd: 06/09/2016

e-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible bidders including an individual, proprietorship firm, partnership firm or company having eligibility to participate as per eligibility criteria stipulated in 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 for the following work:**

Name of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Months)
Baseline Data Collection/Generation and analysis of various samples for three season of Group I (Air, Water, Noise and Soil) for UTKAL-D&E Project of NALCO.	31, 28,670.00	31,300.00	10 (Ten)

2. Time Schedule of Tender :

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	Date and Time as mentioned in the website	
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		
i.	Bid Opening date		

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

Joint Venture and Tender cum reverse auction is not allowed for this tender

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 only shall be available at websites www.cmpdi.co.in. And www.tenders.gov.in

3. DEPOSIT OF EMD:

Earnest Money can be deposited online 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.

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.**

4. **CLARIFICATION OF BID:** The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.
5. **General instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:
 - a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.
 - b) Two Parts of the bid should contain the details as follows: -
Part-I: Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT.
Part-II: Prices, only in the Excel format, as indicated in the Tender Document.

6. **ELIGIBILITY CRITERIA:**

A. Eligibility Criteria

For Group – I (Air, Water, Noise & Soil Analysis Study):

To qualify in work as mentioned in the NIT the tenderers should own an environmental laboratory or have MOU with an Environmental laboratory. The environmental laboratory should be duly accredited by Central Pollution Control Board (CPCB), New Delhi or Ministry of Environment & Forest (MoEF) or NABL (National Accreditation Board for Testing and Calibration Laboratories) or concerned State Pollution Control Board (SPCB) having jurisdiction in the command area for which the bidder proposes to bid.

B. Work Experience

The intending tenderer must have in its name as a prime contractor experience of having successfully executed works in any Government/Semi-Government/Public Sector Undertakings (Central/State)/**Private Firm (only if the Private Firm is a Company registered under Indian Companies Act'1956)** of similar nature valuing 65% of the "Annualized Value or Estimated Value whichever is less" of the work put to tender in any year (a 'year' in this context is a continuous period of 365 days starting at any date of the year) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

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

"Annualized Value" of the work shall be calculated as the "Estimated Cost/Period of completion in days x 365".

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

The definition of similar work shall be as follows:

“Environmental Base Line Data Generation in respect of ambient Air quality, Water (Ground/ Drinking/ Surface/ Mine Water/ Effluent) Quality, Noise & Soil Characteristics of a locality.”

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

- i) Start date & End date of each qualifying experience (similar work)
- ii) Agreement Number/Work Order Number of each experience
- iii) Work Order Issuing authority of each experience
- iv) Percentage (%) share of each experience (100% in case of an individual/ proprietorship firm or a partner in a partnership firm)
- 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.

C. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the “Annualized Value or 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.

In respect of the above eligibility criteria the bidders are required to furnish the following information 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 the Chartered Accountant (CA) who certifies the bidder’s working capital on a particular date.
- v) Date of Issue of certificate.

D. Financial Turnover:

The bidder should submit information on financial turnover during last three years.

E. Permanent Account Number(PAN):

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

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

F. Service Tax Registration Certificate

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

- G. *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 Section - 3

H. *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.

I. *Digital Signature Certificate (DSC):*

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

7. **SUBMISSION OF BID:**

- 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 Section 3) will be downloaded by the bidder and will be printed/typed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the

same as per the format downloaded from website and it should not contain any other information.

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

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

e) Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her 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 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.

The bidders will upload the scanned copy of the following specified documents duly attested by notary public 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	Scanned copy of documents (attested by Notary Public) to be uploaded by L-1 bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)												
1.	Eligibility Criteria (Ref. Clause No. 6(A) of NIT)	Relevant certificates are to be furnished as per Clause No. 6(A) of NIT).												
2.	Work Experience (Ref. Clause No. 6 (B) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.												
3.	Working Capital (Ref. Clause No. 6 (C) of NIT)	Certificate of Working Capital issued by a Practicing Chartered Accountant, having a membership number with Institute of Chartered Accountants of India, containing all the information furnished by the Bidder on-line.												
4.	Financial Turnover (ref. Clause No. 6 (D) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. The bidder should provide the information in the following table: <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Financial Year</th><th>TurnOver</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td></tr> </tbody> </table>	Sl. No.	Financial Year	TurnOver	1.			2.			3.		
Sl. No.	Financial Year	TurnOver												
1.														
2.														
3.														

5.	Permanent Account Number (Ref. Clause No 6 (E) of NIT)	PAN card issued by Income Tax department, Govt. of India
6.	Service Tax (Ref. Clause No 6 (F) of NIT)	Service Tax Registration Certificate issued by Govt. Dept of any Indian State
7.	Affidavit (Ref. Clause No 6 (G) of NIT)	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 Section 3.
8.	Legal Status of the bidder (Ref. Clause No 6 (H) of NIT)	Any one of the following document : 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
9.	Digital Signature Certificate (DSC) (Ref. Clause No 6 (I) of NIT)	If the bidder himself is the DSC holder bidding on-line then no document is required .However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
10.	Any other document to support the qualification information as submitted by bidder on-line.	
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria. Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload.		

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

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

Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Tenderer / Service Provider as per service tax rule 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.

8. All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.
9. **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 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.
10. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
11. **In cases where the number of bids received are less than three on the end date of bid submission then the following critical dates of the Tender will be extended initially by two days and if the number of bids still remains less than three then for another five days automatically by the system:**

1. Last date of submission of Bid
2. Last date of receipt of EMD
3. Date of Opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

12. 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 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.

- A. After opening of Price-bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 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 L1 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 in support of the information/declarations furnished by them online within the specified period of 10 days. If the L1 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.

- C. The tender will be evaluated 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.
 - D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
 - E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, **then his bid shall be rejected and EMD of L-1 bidder will be forfeited.**
 - F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
 - G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.
 - H. The process as mentioned at Cl. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
 - I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
 - J. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause 07.
13. **Validity of Offer:** The rates offered by the bidder shall be valid for 120 (One Hundred Twenty) days from the date of opening of technical bid.

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No. 26 (Modification and Withdrawal of Bid) of NIT

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

15. **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 cases where EMD is to be forfeited).
 - b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
 - c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
 - d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
 - e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
 - f) The EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit.
16. 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.

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

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

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

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

18. **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.
19. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
20. The work should be completed within the stipulated period which shall be reckoned from the tenth day of issue of LOA (Letter of Acceptance)/Work Order or the actual date of handing over the site whichever is later
21. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.
22. The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
23. **Change in Constitution of the Contracting Agency:** Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
24. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable for rejection.
25. The Bidder, who's 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 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.

26. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids 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:

1. The EMD will be forfeited and
2. 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. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary

Withdrawal of Bid:

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 end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some 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 a 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 disassociation from the bidder organization).
- b) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

27. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
28. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
29. This Tender Notice shall be deemed to be part of the Contract Agreement. The General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.
30. Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted and be present in all dealings with Principal Employer & No dealing through representatives on Power of Attorney will be permitted. Any deviation in this regard may be considered a Breach-of-Contract and shall be dealt with as per company regulations.
31. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

32. **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.**
33. **Non-disclosure/ Confidentiality clause:** The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, 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. CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI 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.
34. **Compliance of Applicable Labour Laws:** The contractor shall abide by the rules & regulations of Labours Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality ie Odisha. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.

The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill.

The contractor shall maintain records/document in compliance with the payment of bonus Act 1965. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.

If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement

The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or 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 consonance 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 or death.

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**HOD (ENV),
CMPDI RI-VII
Bhubaneswar**

SECTION -2

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) "**Employer**" or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) "**Principal Employer**" means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word "**Contractor/ Contractors**" wherever occurs means the successful tenderer/ tenderers 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.
- iv) "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.
- v) "**Engineer-In-charge**" shall mean the officer nominated by the company in the Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer -In- Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The 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 their 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.
- vi) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- viii) "**Contract amount**" shall mean:
 - a) In the case of turnkey 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 "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

ix) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the 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.

x) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xi) **"Department"** means the Environment Department of Regional Institute - VII, Bhubaneswar CMPDIL.

xii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents: The following documents shall constitute the contract documents:

i) Notice Inviting Tender/Detailed Tender Notice.

ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.

iii) General Terms & Conditions of contract.

iv) Special Terms & Conditions of contract.

v) Schedule of Quantities (or Bill of Quantities)/ Schedule of work/ Scope of work.

vi) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.

N.B. Deviations:

Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the schedules prescribed for them. Any wilful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (Ref. format at Section 3). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be Rs 250.00. All additional copies should be certified by the Engineer-In-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-

Charge, his representatives or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract & 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 Negotiations:

Negotiations will be held under the preview of CVC Circular No-4/3/07 dated: 03.03.2007 i.e. Tendering Process- Negotiation with L1.

2.4 Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

2.5 Banned or Delisted Contractors:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's 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.

3 Discrepancies in contract documents & 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 quantity; the specifications and/or drawing, the following order of preference shall be observed:

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) 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 Bill 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 Drawings 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 amount worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.

d) In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

e) Discrepancy in totalling or carry forward 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 tenderer 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 the offer.

4.0 Security Deposit:

4.1 Security Deposit shall consist of two parts;

- a) Performance security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest

4.2 Performance Security should be 5% of contract amount and must be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at **Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.**
- Demand Draft drawn in favour of **CMPDI LTD, Regional Institute, Bhubaneswar** on any Scheduled Bank payable at its Branch at **Bhubaneswar**

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/1st part of Security Deposit.

The bid security deposited in the form of Demand Draft/cash shall be adjusted against the performance (1st part of Security Deposit) at bidder's option.

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

- a) at Bidder's option by a Scheduled Indian Bank or
- b) by a Foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract/extended contract period (if any), whichever is more.

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/earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months

4.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

- 4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

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However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Cl.4.2.

- 4.5 Retention Money 5% shall be refunded after final approval by MoEF&CC of EIA/EMP report prepared on the baseline data generation report, against work order or Three years from acceptance of final report whichever is earlier.
- 4.6 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.
- 4.7 **Refund of Security Deposit:** 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.

On completion of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No.: 4.3.

- 4.8 **Additional performance security: (applicable for item rate as well as percentage rate tenders): Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.**

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.

This 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 the shape of BG or any of the forms as applicable for performance security.

5.0. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

5.1 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ Half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

5.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.5.1.

5.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

5.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

5.1.4 In the event of such termination of the contract as described in clauses 5.1.2 or 5.1.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

5.2 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

5.3 Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) Force Majeure :

- i Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
- ii Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war and proprieties, quarantine embargoes

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

- b) Serious loss or damage by fire and abnormally bad weather
 - c) Non-availability of stores which are the responsibility of the company to supply as per contract
 - d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work
 - e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
 - f) Non-availability or breakdown of tools and plant to be made available or made available by the company
 - g) The execution of any modified or additional items of work or excess quantity of work.
 - h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.
- a) **A HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

- b) The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is

required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1(one) month of the date of receipt of such request.

- c) The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the HoD(Env) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

- d) Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.
- e) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

6.0 Payments: Paying authority: HOD (Finance), CMPDI, RI.VII, Bhubaneswar. The contractor has to submit the Final bill in duplicate to the controlling officer.

6.1 Payment of on account bill shall be made after certifying by EIC or his representative, the sum to which the contractor is considered entitled by way of interim payment for the following

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

6.2 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over

payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

7.0 Income tax deduction will be made as per applicable rule, of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

7.1 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

8.0. Termination, Cancellation, Suspension and Foreclosure of Contract

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 and 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 the expiry of the period as may be specified by the Engineer- In- Charge in a notice in writing.

Or

c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

e) 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 the expiry of the period as may be specified by the Engineer-In- Charge in a notice in writing.

Or

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

8.1 The contract shall also stand terminated under any of 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 contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the 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 of 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.

8.2 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and the Engineer In-Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

8.3 Foreclosure of contract in full or in part:

i) If at any time after acceptance of the tender, the company decides to reduce the scope of the work for any reason whatsoever, the company, through its HOD (Environment), shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of the work, the company shall be liable to pay the contractor at the contract rates full amount for work executed and measured at site up to the date of such abandonment/reduction in the work.

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

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

ii) The Company reserves the right to cancel the contract any time without assigning any reason whatsoever.

9. Settlement of Disputes/Arbitration

9.1 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the

department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-In-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

9.2 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

10. (1) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged in non-mining activities minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

(2) The Contractors shall pay the wages to its workers by Cheque or through Bank.

Sd/-
HOD (ENV)
RI-VII, CMPDI, Bhubaneswar

SECTION -3

**FORMATS
&
LETTER OF BID**

FORMAT OF LETTER OF BID

**LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-PROCUREMENT
PORTAL OF CIL)**

To
The Tender Committee,
Environment Department,
CMPDI, RI-VII, Bhubaneswar.

Sub: Letter of Bid for the work “**Baseline Data Collection/Generation and analysis of various samples for three season of Group I (Air, Water, Noise and Soil) for UTKAL-D&E Project of NALCO.**”

Ref.:

- | | |
|---|------------------------|
| 1. CMPDI/RI-VII/BBSR/Env/Baseline_e-T_1/2016/ E-2372 | Dtd: 06/09/2016 |
| 2. Tender Id No.: 2016_CMPDI_48098_1 | |

Dear Sir,

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

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

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

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

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

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF Rs 5.00/-)

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

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

OR

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

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

Signature of the Tenderer

Dated-----

Seal of Notary

PROFORMA FOR EXECUTION OF AGREEMENT.

STAMP PAPER.

AGREEMENT NO. _____ DT. _____

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

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

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

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i. Annexure - A Tender Notice (Page ... to ...)
 - ii. Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...)
 - iii. Schedule - B The probable Quantities and Amount (Page ...to ...)
 - iv. Schedule - C Negotiation letters –
 - v. Schedule - D Letter of Acceptance/Work Order (Page .. to ..)
 - vi. Schedule - E Drawings (Page ... to ...)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) Performance security i.e. First part of security:- The company has converted a sum of Rs..... Only deposited by the said contractor as Earnest Money vide DD No./BG No.(valid upto) into a part of Performance Security Deposit of 5% of the awarded work value. The balance of Rs..... upto 5% of the work order value has been deposited by the contractor vide DD no./BG No.(valid upto). The total performance security including EMD is @5% of the total award value of the work. The security deposit amount shall not carry any interest.
- 5) Retention money i.e. Second part of security:-The second. Part of security i.e. retention money @5% of the executed work value is to be recovered from each running bills and release of both the aforesaid security deposit will be dealt as per General terms and conditions.

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

1. Partner. Signature

2. Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of:-

1. Name _____ Signature

Address:

Occupation:

Signed by Srion behalf of Signature

(Name of Company) in presence of -

1. Name : Signature

2. Address:

PROFORMA OF BANK GUARANTEE INLIEU OF BID SECURITY/EARNEST MONEY

To

Dear Sir,

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

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

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To:

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

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by

any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

SECTION -4

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.

Note*: Site are Coal Blocks of NALCO Utkal D and Utkal E in the district of Angul Odisha.

2. For Environmental Baseline Data Generation, the rates for the various items, sub-tasks, tasks (as the case be) includes sampling, transportation and handling of samples, analysis, performance of tasks etc. contractor would be required to comply with the following :-
 - (i) Furnish documentary evidence in respect of currently valid recognition as prescribed in Clause-10 (Qualification of the Bidder) in e-tender Notice/NIT for the laboratory and infrastructure which the contractor would be deploying for performance of the tasks of environmental data generation.
 - (ii) Sampling, Analysis including method of testing shall conform to relevant Indian Standards, and in the absence thereof International Standards and code of practice. Ambient Air Quality monitoring furnished in emission regulations brought out by the Central Board for Prevention and Control of Water Pollution is to be assimilated by the contractor.
 - (iii) Wherever feasible, contractor would be required to keep referral sample with indication of sample particulars (location, date & time of sampling etc.) and the same shall be preserved for such period as may be specified by the client. On client summons or requisition, contractor would be required to make available the sample to the client for getting analysis and testing carried out through any recognized laboratory or agency. In the event of variance in the test or analysis results of referral sample and the results furnished by contractor, it will be open to the client to recover the amount paid to the contractor for such work.
 - (iv) Contractor would consult the client for sample size, location and their details connected with the work. Location of sampling points delineated on Map would be furnished to the contractor by the client, if considered necessary.
 - (v) On receipt of assignment, contractor would furnish to the client, work programme, name of persons (with their qualification and proof of expertise) to be deployed for carrying out the tasks assigned. Only qualified and experienced persons having required qualification and expertise would be deployed by the contractor to the satisfaction of the client.
 - (vi) In case analysis or test result indicate excessive or abnormal values of specific parameters, site conditions or likely reasons thereof shall be recorded in the remarks brought out in explanatory note by the contractor.
 - (vii) Contractor will be required to defend the work carried out by him and accuracy thereof and shall be required to clarify, elaborate or justify in the context of evaluation of the tasks (carried out by the contractor) by State Pollution Control Board/Ministry of Environment and Forest and Wildlife Authority of State/ Government of India.

- (viii) In case Environmental Baseline Data Generation covers more than one location, i.e. adjoining or in proximity, sampling locations and size etc. would be so planned to keep the cost at minimum.
- (ix) The payment for Environmental Baseline Data Generation shall be made as per the actual number of samples analyzed and given in the report(s).
- (x) Arrangement for transport of agency's men and material required for the job has to be made by the agency. The responsibility for the security of the equipment lies on the agency.
In case the data is not accepted by MOEF, the same has to be regenerated by the agency at his own cost.
- (xi) In case the agency fails to get the data regenerated within the stipulated time, CMPDI may get the said data generated by some other agency at the agencies cost.

2. Season mentioned in contracts means following seasons:

S.No.	Months	Season
1	October, November, December	Post Monsoon (I st Quarter)
2	January, February, March	Winter (II nd Quater)
3	April, May, June	Pre Monsoon (III rd Quater)

3. Contractor would furnish to the client 1 (one) copies of draft reports and 1 (one) final report relating to environmental data generation after the end of each season. They would also submit 1 draft report and final reports in 6 (six) copies after the end of all seasons in comprehensive form and a soft copy (in CD). Digitized plan will be supplied along with the report and a soft copy in AutoCAD or as per instruction of Engineer- in- charge.

The report shall also contain following Digitised Plans in AutoCAD:

- a) Plan showing 10 Km radius area from the periphery of the project Leasehold boundary showing the surface features namely National / State Highways , rail routes , rivers, nallahas, lakes, villages , different industries etc. as per instruction of Engr- in-Charge.
- b) Plan showing the locations of Air sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project leasehold boundary).
- c) Plan showing the locations of water sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project leasehold boundary).
- d) Plan showing the locations of noise sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project leasehold boundary).
- e) Plan showing the locations of soil sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project leasehold boundary).

- 4. If there is delay on the part of the client in making available committed data, information etc. corresponding extension of time for the actual period involved would be granted by the client without imposition of penalty. It is clearly understood that no claim from the contractor would rest with the client or shall be entertained by the client.
- 5. Contractor would invariably in advance, intimate the client, represented by *Regional Director, CMPDI RI-VII, Bhubaneswar*, in writing, of the contractor's expert

personnel visiting the project or site proposed to be visited, tasks proposed to be carried and expected duration of such visit so that the client can, if considered necessary, depute his representative or authorize any other person to supervise and/or overview the work being carried out. Client is authorized to visit the Laboratory and acquaint himself that the tasks carried out by the contractor and his duties, responsibilities including execution of the work conforming to Indian standards and in the absence thereof international standards and code of practice.

- 6 The contractor/contractors shall not pay less than the minimum wages to the labours engaged by him/them, in any, as per Minimum wages Act or such other legislation or award or the minimum wages fixed by the respective state government as may be in force and in this matter the decision of the client shall be final and binding.
- 7 All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts, etc. relating to payment of labours if considered necessary and the client may arrange for witnessing the payment to the labours by its representatives.
- 8 The contractor / contractors shall in addition to any indemnity provided by law, indemnify the client against all liabilities whatsoever arising out of the workman's compensation Act 1932 or any enactment and amendments thereto and contractor shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Government in force in matters relating to the employment, payment and retrenchment of labour.
No claim shall lie against the client for damaged one by any act of god or on account of circumstances beyond the client's control.
If in any matter which is not expressly provided for or against conditions of any matter or practice appears prejudicial to the interest of client or the public, the client may call upon the contractor to remedy, modify or remove such matter or practice and this shall be binding on the contractor.
9. The work order can also be terminated by the *Regional Director, CMPDI, RI-VII, Bhubaneswar*, 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-VII, Bhubaneswar* 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 -5

**TECHNICAL
SPECIFICATIONS**

1. **Air Quality**

(i) **Parameters to be covered:**

PM₁₀, PM_{2.5}, SO₂, NO_x, Ammonia, Benzene, Carbon-monoxide Mercury (Hg), Lead (Pb), Chromium (Cr), Nickel (Ni), Cadmium (Cd) & Arsenic (As).

(ii) **Methodology:** As specified in the standards mentioned in National Ambient Air Quality Standards prescribed by MoEF in G.S.R. 826(E) vide Notification dated 16th November, 2009 and standards for coal mines, G.S.R. 742(E) dated 25th September, 2000 and other conditions as per recent TORs from MoEF.

(iii) **Location of Monitoring Stations:** The 8 number of air quality monitoring stations shall be monitored, depending on predominant wind direction, local conditions and other factors.

Frequency of sampling:

The frequency of air sampling (PM₁₀, PM_{2.5}, SO₂, NO_x) would be twice a week for 24 hour duration on consecutive days for three season. For Ammonia, Carbon-monoxide, Benzo-a-Pyrene, Benzene, Mercury, Lead, Chromium, Nickel, Cadmium and Arsenic are to be monitored once in a month. The air quality monitoring at all the selected sites of a project will be done simultaneously.

The air quality monitoring shall be carried out for one season (except monsoon).

1. **Micro- Meteorological Data**

(i) **Parameters to be covered:** Ambient Temperature (mean, maximum, minimum) in degree Kelvin; Wind Speed (Min., Max., % Calm) in m/sec; Wind Direction in degree; Rainfall (mm); Relative Humidity (%), Cloud Cover (Oktas of sky), hourly standard deviation of wind direction data. Wind Rose pattern for one full season based on hourly data for a day for 3 months in a season – sixteen radial

(ii) **Methodology:** Wind Velocity and wind direction to be measured by using cup anemometer and wind vane respectively, ambient temperature by wet and dry bulb thermometer, relative humidity by hygrometer, pressure by using aneroid barometer, rainfall data collection with the help of self-recording rain gauge and cloud cover shall be measured by visual inspection.

(iii) **Frequency of observations:** Micrometeorology and microclimatic parameters shall be recorded by installing a meteorological station. Wind velocity, wind direction, ambient temperature, relative humidity, cloud cover and wind rose pattern for one full season based on hourly data for a day for 3 months in a season

(iv) **Reporting Pattern:**

(a) Hourly data to be given for wind velocity, wind direction, temperature, relative humidity, cloud cover, rainfall along with

(b) Predominant wind direction,

(c) Maximum, minimum and average wind velocity, ambient temperature, relative humidity, rainfall

(d) Atmospheric pressure

(e) Sky appearance

(f) Daily wind roses

(g) Seasonal wind rose (16 directions)

(h) Shift wise wind roses (day time and night time – 8.00 am & 6.00 pm.)

(i) Abstract of Meteorological Data for every season detailing

- Average daily wind velocity (m/s) minimum, maximum and % duration (<0.5, 0.5-1.5, 1.5-3.5) data

- Average daily predominant wind direction (wind blowing from)

- Average daily temperature ($^{\circ}\text{K}$) minimum, maximum
- Average daily mean relative humidity (%)
- Average daily rainfall (mm)
- Average daily sky appearance
- Average seasonal wind velocity (m/s) minimum, maximum and % duration (<0.3, 0.3-1.5, 1.5- 3 m/s) data
- Average seasonal predominant wind direction (wind blowing from)
- Average seasonal temperature ($^{\circ}\text{K}$) minimum, maximum
- Average seasonal mean relative humidity (%)
- Average seasonal rainfall (mm)
- Average seasonal sky appearance

The meteorological data is to be depicted through suitable graphics including windrose for study period, monthly windrose and windrose for day most similar to predominant pattern. The report shall be submitted in hard copy and soft copy. **Soft copy of Met File should be compatible with ISCST3/AERMOD Air Quality Prediction Model.**

2. Water Quality

(i) **Parameters to be covered:**

Mine / Effluent Sample – As per parameters and methodology detailed in Schedule VI Standards Environment (Protection) Rules, 1986, General Standards for discharge of environment pollutants Part-A: Effluents for Inland surface discharge (Class A). (GSR no. 422(E) dt. 19th May, 1993 and as amended on 31.12.1993 and 2.4.1996)

Following parameters of Effluent sample are to be analysed

Odour, Temperature, Turbidity, Colour, p H, Solid (Suspended), Total Kjeldahal Nitrogen (TKN), Cyanide, Ammonical Nitrogen, BOD, COD, Nitrate Nitrogen, Phosphate (Ortho), Calcium, Chlorides, Chlorine Residual, Fluoride, Hardness (Total), Sulphate, Sulphide, Phenolics, Aluminum, Cadmium, Boron, Chromium Hexavalent, Iron, Nickel, Copper, Lead, Manganese, Mercury, Selenium, Zinc, Vanadium, Arsenic, Chromium (Total), Oil & Grease

Surface Water Samples – As per parameters and methodology detailed in Inland surface water standards (class C). Class C- Tolerance limit for surface water used for drinking water source with conventional treatment followed by disinfection.

Following parameters of Surface water sample are to be analysed

Odour, Temperature, Colour, Solid (Suspended), Solid (Dissolved), Dissolve Oxygen (DO), Cyanide, BOD, p H, Nitrate Nitrogen, Calcium, Chlorides, Fluoride, Total Hardness (CaCO_3), Sulphate, Phenolic, Cadmium, Chromium Hexavalent, Iron, Copper, Lead, Manganese, Magnesium, Mercury, Selenium, Zinc, Arsenic, Total Coliform, Oil & Grease

Drinking Water Samples – As per parameters and methodology detailed in IS: 10500:2012(Drinking Water Specification – 1st Revision) and subsequent amendment.

Following parameters of Drinking water sample are to be analysed:

Odour, Taste, Temperature, Turbidity, Colour, Solid (Dissolved), Alkalinity, Cyanide, Calcium, Chlorides, Chlorine Residual, Fluoride, Hardness (Total), Nitrate, p H, Arsenic, Sulphate, Phenolics, Aluminum, Cadmium, Boron,

Chromium Hexavalent, Iron, Copper, Lead, Manganese, Mercury, Selenium, Zinc, detergent, Fecal Coliform (MPN)

(ii) **Methodology of Sampling & Analysis**

(a) The sampling of water sample is to be done as per standard procedure {IS: 3025 (Part -1) –1987} effluent from the nearest mine, workshop, washery; surface water in vicinity of the coal project – ponds, nallas; drinking water from dug wells / drill well and from nearest similar coal projects or any source that may be specified by CMPDI .

(b) Methodology of analysis shall be as detailed in relevant volumes of BIS 3025/ NEERI/ Standard Methods (AAPHA)

(iii) **Frequency of sampling**

Number of sample from each source shall usually be one. However, the frequency will be once in season. So three times for whole study period.

3. Noise Level

(i) **Parameters to be covered:** dB(A) Leq value, day time (6 am to 10 pm) & night time (10 pm to 6 am), Schedule III, Environment (Protection) Rules, 1986 – Ambient Air Quality Standards in respect of Noise, at project site, coal handling plant, coal washery, residential areas / townships, mining and associated activities in the above mentioned coalfields or at any place in India. The duration of recording the observations at each station during day time and nighttime shall be continuous between 6.0 AM to 10.0 PM and 10.0 PM to 6.0 AM respectively.

(ii) **Methodology:** With the help of Leq Integrated Noise Level Meter

(iii) **Frequency:** The frequency of noise level recording shall be in fortnightly basis and day and night separately.

(iv) **Location:** The noise level stations shall be same as the air quality stations i.e. 8(six) number unless otherwise specified in the work order.

4. Soil Analysis

(i) **Parameters to be covered:** (a) pH, (b) Cation exchange capacity (c) Electrical conductivity (d) Mechanical soil analysis (soil texture) (e) Nitrogen available (f) Phosphorous available (g) Potash available (h) SAR in soil extract (i) Water holding capacity (j) Organic Carbon (available) (k) Specific gravity – density (l) Field capacity (m) Wilting Coefficient.

(ii) **Methodology of Sampling and Analysis**

The samples shall be collected at three depths at each sampling location (0-30 cm, 30-60 cm, 60-90 cm) below ground level by auger sampler. The sampling site shall be specified by CMPDI in the above-mentioned coalfields.

