



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड

(कोल इण्डिया लिमिटेड की अंतर्गामी कंपनी / भारत सरकार का एक लोक उपक्रम)

क्षेत्रीय संस्थान-७, सामन्तपुरी, निकटस्थ गांधीपार्क, पो.आर.आर. एन, 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: RRI, Bhubaneswar – 751013

Registered Office- CMPDI HQ, Gondwana place, Kanke Road, Ranchi- 834031

CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

QUOTATION NOTICE

No.: CMPDI/RI-VII/BBSR/Cordn/2020/E623503

Dt. 17.11.2020

Sealed item rate quotations are invited from the eligible contractors for the following work to be executed for the Integrated Kulda OCP of MCL in Sundargarh District of Odisha.

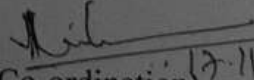
Name of work	Estimated Cost (Rs.) inclusive of GST	Earnest Money (Rs.)	Completion Period
Baseline Data Collection/ Generation and analysis of KULDA OCP of MCL for various samples for one season of Group II (Flora and Fauna Study).	1,18,000.00	Not applicable	60 Days
Baseline Data Collection/ Generation and analysis of KULDA OCP of MCL for various samples for one season of Group III (Socio-economic Study).			

Quotation document can be obtained on request in writing from the office of **HoD (Co-ordination), CMPDI RI-VII, Bhubaneswar, Odisha** on any working day between 11.00 am and 4.00 pm or it can be downloaded from website of CMPDI i.e **www.cmpdi.co.in**. Quotation Documents will be available free of cost from **18.11.2020 11.30A.M to 25.11.2020 upto 4.00PM**.

Duly filled in sealed quotations in Single Part should be submitted in the office of the HoD (Co-ordination), CMPDI RI-VII, Bhubaneswar **up to 5.00 p.m. on 25.11.2020** and quotations shall be opened at **11.00 A.M. on 26.11.2020** in presence of the attending quotationers or their authorised representatives (absence of bidder/(s) will not change the given time schedule) at the office of the HoD (Co-ordination), CMPDI RI-VII, Bhubaneswar.

Quotationers are required to submit all the required documents given in the Quotation documents along with duly **filled price bid**. All the said documents along with all pages of quotation should be self-authenticated by the Quotationer.

CMPDI does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations without assigning any reason whatsoever.


HoD (Co-ordination),
CMPDI RI-VII, BBSR

Copy to:

1. RD, CMPDI RI-VII, Bhubaneswar
2. HoD(Exp), HoD(Env), HoD(Adm.), HoD(Fin.) CMPDI RI-VII, Bhubaneswar
3. OICs, CMPDI Exploration Camps, Kosala, Gopalpur and Talcher for display in notice board
4. Notice Board CMPDI RI-VII, Bhubaneswar

QUOTATION DOCUMENT

- 1 Name of work : **Baseline Data Collection/ Generation and analysis of KULDA OCP of MCL for various samples for one season of Group II (Flora and Fauna Study). & Group III (Socio-economic Study)**
- 2 Quotation Notice No. & Date : **CMPDI/RI-VII/BBSR/Cordn/2020/E623503**
Dt. 17.11.2020
- 3 Completion period of work : **60 (Sixty) Days**
- 4 Date & time of submission of Quotation : **Up to 05.00 p.m. on 25.11.2020**
- 5 Date & time of opening of Quotation : **At 11.00 A.m. on 26.11.2020**
- 6 Quotation Document issued to : _____

Signature of Issuing Officer



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-sd-

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Instructions to the quotationer

Evaluation of Tender

The quotation will be item-wise evaluated. L1 bidder in item 1 (Group II) will be awarded Flora and Fauna part and L1 bidder for item 2(Group III) will be awarded Socio-Economic part. If any bidder becomes L1 in both parts then he will be awarded the total work.

Documents to be submitted by the bidder to become technically eligible

i. Photocopy of Permanent Account Number (PAN).

ii. GST of the bidder:

The bidder should be either

GST Registered Bidder/ Dealer

OR

GST unregistered Bidder/ Dealer

The bidder should tick the appropriate category in the table given along with Bill of Quantities (BoQ) and should submit the required documents in support of information/ declaration furnished.

S.No	Status of GST of the bidder	Tick the appropriate
1.0	GST Registered Party	
2.0	GST Unregistered Party	

Any one of the following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

a) Status: GST registered Bidder/Dealer:

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

b) Status: GST unregistered bidder/Dealer:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules

iii. A commitment is to be submitted in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document at Page No. 23 regarding genuineness of the papers.

Tenders shall be rejected outright without any reference if the tenderers fail to submit the above-mentioned documents or if found anything wrong. Documents submitted along with the tenders shall be final and no supplementary document shall be accepted.

GENERAL TERMS AND CONDITIONS

1. 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 schedule of quantities, the specifications and/or drawing, the following order of preference shall be observed;

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

1.1 In the event of varying or conflicting provisions in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold genuine with regard to the intention of the document or contract as the case may be.

1.2 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 obligation under the contract including execution of work according to the drawing and specifications forming part of the particular contract document.

2. Security Deposit:

2.1 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

2.2 Performance Security should be 3% of contract amount and must be submitted within 21 days of receipt of LOA by the successful bidders as follows:

- a. In the form of Demand Draft drawn in favour of **CMPDI LTD, Regional Institute, Bhubaneswar** on any Scheduled Bank payable at its Branch at **Bhubaneswar**
(OR)
- b. Payment can be done online through RTGS / Internet banking also. On-line payment shall be in Beneficiary name CMPDI REGIONAL INSTITUTE VII Account No. 10835304052 IFSC Code SBIN0007891 Bank Name STATE BANK OF INDIA Branch address IDCO TOWERS BHUBANESWAR ODISHA

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

2.3 3% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

2.4 Payment will be made only after successful completion of the work as certified by HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative. However, retention money of 5% of the total amount will be deducted from the final payment/

Retention Money will be refunded after issue of Environment Clearance from MoEF&CC or three years whichever is earlier.

- 2.5 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.
- 2.6 **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 satisfactory completion certificate, by the HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative, one half of the security deposit (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No.: 2.3.

The other half shall be refunded as mentioned in clause no 2.4

- 2.7 The company through HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative. No claim from the Contractor shall be entertained/ accepted on these grounds.

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

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 4.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

- 4.2 If the contractor fails to complete the work 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.

4.2.1 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.4.2.

4.2.2 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.

4.2.3 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.

4.2.4 In the event of such termination of the contract as described in clauses 4.2, the company, shall be entitled to impose penalty/LD as deliberated at Clause 4.2. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

4.3 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.

4.4 **Extension of date of completion:** On occurrences of any events causing delay as stated here-under, 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 exists.

- b) Serious loss or damage by fire and abnormally bad weather
- c) The execution of any modified or additional items of work or excess quantity of work.
- d) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

- 4.4.1 The opinion of the HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative, 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 HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative 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.

- 4.4.2 Provisional extension of time may also be granted by the HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative 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.

- 4.4.3 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 HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative 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.

5 Payment Stage: The payment stage involved will be as under:

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

Final 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

- Income tax will be deducted as per rule.
- No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

6 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, and whether the date of completion has or has not elapsed, by notice in writing 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, and assigns 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.

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 contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the 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.

6.1 On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

- a) To complete the work through other agency at the risk and cost of the contractor.

7 **Suspension of Work:** The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of HoD(ENV) CMPDI RI-VII, Bhubaneswar or his authorized representative (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety.

8 **Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer in Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.

- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In Charge.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

9 Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering/limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

10 Completion Certificate / Defect Liability Certificate

Except in cases where the contract provides for "Performance Test" before issue of **defect liability** certificate, in which case the issue of **defect liability** certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer In Charge. The Engineer In Charge and or any other Officer, nominated for the purpose by the company,

shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer In Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases **defect liability** certificate will be issued by the Engineer In Charge after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Engineer In Charge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the **defect liability** certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefor and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

- 10.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate defect liability certificate for such items or groups of items may be issued by the Engineer In Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 10.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.
- 10.3 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

11 Additional Responsibilities of the Contractor(s)

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

- i) The company reserves the right to let other contractors also works in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) For the work below Rs 50 lakhs, the deployment of manpower shall be assessed by the EIC.

The contractor shall intimate the Engineer in Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer in Charge. It shall be his/their duty to immediately inform the

Engineer in Charge in writing and the Engineer in Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

- iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders. The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act. The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.
- iv). Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer In Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer In Charge.

In no case any structure condemned by the Engineer In Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government.

- v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- vi) The contractor shall maintain all records 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, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer in Charge or by the nominated representative of the Principal Employer.
- vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer in Charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.
- viii) The contractor/contractors shall furnish to the Engineer In Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

- ix) All Duties taxes (excluding Goods & Service Tax) and other levies, octroi, royalty, building and construction worker's Cess (as applicable in States) whether local, municipal, provincial or central pertaining to the contract payable by the contractor under the contract (during the entire period of 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 investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants 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.

Similarly, if there is any decrease in such duties, taxes, levies etc. which is notified during pendency of work it shall become recoverable from the contractor. The details of such duties, taxes, levies etc. with rates should be declared by the bidder in the price bid.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service receiver (i. e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule. If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax- invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per relevant conditions of the contract of the bidding document.

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.

In case of collection of minor minerals in area (virgin or non-virgin) acquired by the company under the Coal Act, the contractor will have to pay royalty etc. to the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

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

- xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.
- xii) The work shall not be sublet to any other party, unless approved by Engineer in Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.
- xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer in Charge in writing.
- b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.
- xiv) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractors shall make necessary payments of provident fund for the workmen employed by them as per the laws prevailing under provisions of CMPF and allied scheme and miscellaneous provision act 1948. The same will be reimbursed to the contractor on submission of documentary evidence of payments made.
- xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:
 - a. The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract. However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.
 - b. The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. 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 consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
 - c. The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the

construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

12 Settlement of Disputes/Arbitration:

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.

Efforts shall be made to resolve the dispute in two stages:-

In first stage dispute should be referred to Regional Director CMPDI RI-VII. If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under

Sole Arbitration:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

12.1 Disputes relating to commercial contracts with CPSUs/Govt. Agencies (except Railways, Income tax, Custom & Excise)/State Govt PSUs shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to either party for Arbitration to the sole- Arbitrator in the Department of Public Enterprises to be nominated by secretary to the Govt. of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary. Department of Legal Affairs, Ministry of Law & Justice / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively to the dispute shall equally bear the cost of arbitration as intimated by the Arbitrator.

Note: In addition to all the above the contractor is personally liable for flouting any law relating to labour including implementation of EPF/CMPF. All safety requirements as per site condition is the responsibility of the contractor and any damage to person/property will be borne by the him at his cost and risk

TECHNICAL SPECIFICATIONS

Ecological Studies (Flora and Fauna):

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

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

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

A	Flora	Core Zone	Buffer Zone
1.	Agriculture crops		
2.	Commercial crops		
3.	Plantation		
4.	Natural Vegetation/forest type		
5.	Grass Lands		
6.	Endangered species		
7.	Endemic Species		
8.	Other (specify)		
B.	Fauna (Terrestrial/Aquatic)		
1.	Total listing of faunal element		
2.	Endangered species		
3.	Endemic Species		
4.	Migratory Species		
5.	Details of aquatic fauna, if applicable		

Baseline Data for Conservation of flora/fauna: should plan field studies-

1. Scale of study – ensure representativeness of the landscape features, eco-systems, habitat types and species range through topographical maps, remote sensing or thematic maps
2. Sampling size & frequency
3. Timing of the study – allow recording of observations to cover different activity phases for important species such as time resting, feeding, hunting, daily movements etc.
4. Seasonality of the study – incorporation of information on important life cycle events of key species (Animals – breeding and nesting seasons, migration patterns, Plants – flowering and fruiting seasons)
5. Seasonal Variation should be clearly reflected in report.
6. Number of observations depending on parameter and scope, driven by expected outputs (one time observation, chance observation, regular observation). The data should be both quantitative and qualitative (can be aided by computers, remote sensing, video-graphy etc. Source of secondary information is to be stated. Information contained in baseline should be able to allow identification of impacts.

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

Social-Economic Profile

Socio-economic data shall be generated for study area covering 10 km radius from the periphery of the project. The villages falling in core zone i.e. leasehold area and buffer zone i.e. area beyond leasehold but within 10 km radius from periphery of leasehold should also be indicated. Number of villages and village wise data as per the latest census records are also to be indicated. The list has to be authenticated by an expert in the field/University.

The information provided in the report shall cover the following or as per instruction of Engineer-in-charge:

a) Social Profile

- Total Population with breakup including, male-female & SC-ST.
- Literacy level of both male and female separately
- House hold size (average)
- Occupational health survey

b) Economic

- Occupational Structure
- Land Use Pattern

I. Core Zone – Land use details in core zone showing type of land (Agricultural (Irrigated/Un-Irrigated), forest, Govt.).

II. Buffer zone – Land use details in buffer zone

c) Infrastructure Facilities

- Source of water supply
- Educational Institutes

d) Occurrence of any historical / archaeological sites in the core and buffer zone.

e) Presence of important surface features, namely National / State highways, Railway, major rivers, lake, and different industries with locations on the Toposheet plan of GSI.

The house-hold survey shall include human settlement

	Core Zone	Buffer Zone
Population *		
No. of Villages		
No. of households village-wise		

(* as per latest census records or actual survey)

Villages falling within the study area

	Villages	
	Number	Name
Core Zone		
500 m from the blasting site (s)		
Buffer zone		
Township sites		

Details of village (s) in the core zone

S.No.	Village Name	Population		Average Annual Income
		Tribal	Others	

Occupational Health Issues

The bidder shall also undertake a baseline survey on the health of the population and get the same authenticated by a registered Medical Practitioner / Govt. Health Officer, wherever possible. Such a person has to be a qualified medical practitioner (MBBS).

The survey has to be conducted on 250 household represented across the spectrum of male and female population, for the following age groups:

- a) Upto 5 years
- b) Above 5 years to 18 years
- c) Above 18 years to 40 years
- d) Above 40 years

The survey should include the vital personal history of the individual including their habits and their medical history. This is to be based on their documents, if made available by the person or on their oral evidence, clearly stating this fact in the repot. The report should specify the type of diseases, if any, and whether these are chronic or occasional and in percentage. The proof of discussions held with villagers should form part of the report.

The scope of work has been mentioned in BOQ (Price Bid)

Price Bid

Group II (Flora and Fauna Study)					
Sl. No.	Description of Item	Unit	Quantity	Rate (In Rupees)	Amount (In Rupees)
1	Conducting Ecological study of the area covering Flora & Fauna including conservation plan for endangered and endemic species for both Flora & Fauna based on the field survey and preparation of report. The field survey of Flora & fauna should be conducted by deploying Botanist and Zoologist respectively as per direction of Engineer-in-charge. The survey should include the following: • Survey of terrestrial & aquatic flora & fauna for core & buffer zone separately. • Survey of study area in terms of features like breeding & spawning grounds, habitats flight paths, migratory paths. • Survey of flora covering types e.g. agriculture crops, commercial crops, plantation, natural vegetation/ forest type, grass lands. The endangered & endemic species of flora beside any other flora, if present, are also to be identified. • The survey will cover total listing of faunal population. The survey should also cover endangered, endemic, migratory & detail of aquatic fauna. • The survey should cover possible effects of the proposed developmental activity on terrestrial species (plants & animals), aquatic species (fauna, fish, coral), habitats, aesthetics of the area, on natural resources e.g. soil, geological formations, dunes, beaches, lakes, forest, coral reefs, mangroves, swamps and crops and the atmosphere. • The assessment of potential damage to terrestrial & aquatic flora and fauna. The impacts should be categorized as Primary and secondary, temporary and long term, unavoidable and risk, trans-boundary impacts, possible irreversible changes. • Recommendation of mitigation measures. All inclusive as per direction of Engineer-in-charge.	each project	1		
	Total				
	Add GST				
	Grand Total				

Group III (Socio-Economic Study)

Sl. No.	Description of Item	Unit	Quantity	Rate (In Rupees)	Amount (In Rupees)
1	Conducting Socio-economic study and preparation of report covering the study area as per the instruction of Engineer-in-Charge, based on the latest Census report and validated by sample household survey of 250 houses. The house hold survey data sheets should also be included in the report. The information provided in the report should include the following: a) Social Profile § Total Population with breakup including, male – female & SC-ST. § Literacy level of both male and female separately § House hold size (average) b) Economic § Occupational Structure Land Use Pattern i) Core Zone – Land use details in core zone showing type of land (Agricultural (Irrigated / Un-irrigated), forest, Govt.). ii) Buffer zone - Land use details in buffer zone c) Infrastructure Facilities § Source of water supply § Educational Institutes d) Occupational Health Survey e) Occurrence of any historical / archaeological sites in the core and buffer zone f) Number and names of Villages falling within the study area in a tabular form (i) In the Core Zone, (ii) Buffer zone: a) in area covering 500 m from the quarry edge of opencast mines ,b) Township & c) remaining part of buffer zone {excluding a) & b)} g) Details of villages in the Core zone giving the following information in a tabular form (i) village name, (ii) population (Tribal and others), (iii) List of villages should include amenities available to each village. h) Household survey data sheet of 250 houses. i) The household survey should include average annual income per family with break-up of source of income including primary, secondary & tertiary source of income. All inclusive as per direction of Engineer-in-charge	each project	1		
Total					
GST					
Grand Total					

FORMAT of UNDERTAKING

I / We Proprietor/Partner/Legal Attorney/ Director/
Accredited Representative of M/S., solemnly declare that:

1. I/ We am/ are submitting Bid for the work.....against NIT
No/Tender ID..... Dated..... and I/ we offer to execute the work in
accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning
and Design Institute, Ltd, Bhubaneswar.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification
information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine,
authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. I/We hereby confirm that we have registration with CMPF Authorities. We shall make necessary
payments as required under law.

Or,

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

7. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case
of JV, all partners are covered).

Or

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

8. If any information and document submitted is found to be false/ incorrect at any time,
department may cancel my/our Bid and action as deemed fit may be taken against me/us,
including termination of the contract, forfeiture of all dues including Earnest Money and
banning/ delisting of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]