

**CHHATTISGARH MINERAL DEVELOPMENT
CORPORATION LIMITED**

(A GOVERNMENT OF CHHATTISGARH UNDERTAKING)



PHONE: 0771-4283557/
4043477
FAX: 0771-4001074

SONAKHAN BHAWAN
RING ROAD NO.1
PURENA, RAIPUR (C.G.)

RFP no: CMDC/Iron/2017/02

REQUEST FOR PROPOSAL

FOR

SELECTION OF CONSULTANT/CONTRACTOR

FOR

***GETTING ENVIRONMENT CLEARANCE FROM COMPETENT
AUTHORITY***

FOR

ARIDONGRI IRON ORE PROJECT

INSTRUCTIONS AND GENERAL TERMS & CONDITIONS
FOR SUBMISSION OF OFFER

1. The offer shall be submitted in 02 envelopes and these 02 envelopes should be sealed and put up into another envelope-3. These 03 envelopes should contain the following documents: -

- (i) Envelope-1: should contain authorization letter from the applicant for authorizing the person to submit offer, terms & conditions duly signed by the authorized representatives of the applicant as a token of acceptance for accepting all the terms & conditions for carrying out the Environment Clearance (EC). The envelope should be superscribed 'Terms & Conditions'
- (ii) Envelope-2: should contain duly filled in and signed price offer. The proforma for submission of Price Offer has been given at **Annexure-II**. The Price Offer submitted should be exclusive of all taxes applicable to the consultancy because it shall be paid by CMDC separately. The envelope should be superscribed 'Price Offer'
- (iii) Envelope-3: should contain Envelope-1 and Envelope-2 and it should be superscribed 'Offer for Environment Clearance (EC)'.

2. The applicant/offerer may visit the area mentioned in this offer document for his full satisfaction for the work involved before submitting the offer and should understand the work involved for Environment Clearance (EC) on their own cost.

3. The envelope-3 containing envelope 1 and 2 should be delivered to the following address on or before 08.06.2017 up to 3:00 PM:

**Managing Director,
Chhattisgarh Mineral Development Corp. Ltd.,
Sonakhan Bhawan, Ring Road No.1
Village - Purena, P.O. Ravigram,
Raipur (C.G.) 490 006**

There should be clear address of the applicant/offerer on the other side of the envelope-3.

4. All the pages of the offer should be duly signed by the authorized representative of the applicant. The authorization letter should be kept inside the envelope-1.

5. The applicant shall inform the CMDC forthwith any changes in the name and address of Management/authorized representative/ constitution/postal address etc. in time.

6. The Envelope-1 and Envelope-2 shall be opened by the committee at Sonakhan Bhawan, Ring Road No-1, Raipur (C.G.) on 08.06.2017 at 3:30 PM. The applicant or their authorized representatives may be present at the time of opening of offer.

7. Envelope-2 of only those applicants will be opened who have submitted all the duly signed documents as per requirement of envelope-1.

8. The price offer submitted by the applicant shall be open for acceptance by the CMDC for a period of 3 (three) months from the date of opening of Price Offer.

9. The applicant submitting the lowest price offer shall be considered as successful offerer and Letter of Intent (LoI) shall be issued to such offerer after due approval of the competent authority.

10. The successful applicant/offerer is required to execute an agreement with CMDC within 7 days from the date of issue of Letter of Intent.

The successful offerer is required to submit a Bank Guarantee/Demand Draft of an amount equivalent to the 10% of the contract value before signing of agreement. The validity of the bank guarantee should be atleast 3 months ahead of the contract period. In case of extension of period of contract the consultant shall be required to extend the Bank Guarantee in the same manner as stated above.

11. If the applicant/offerer deliberately gives wrong information or suppresses any information which shall be favorable for acceptance of his offer. CMDC reserves the right to reject such offers at any stage of execution without any financial liability.

12. CMDC reserves the right to reject any or all the offer received without assigning any reason and the applicant/offerer shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his offer.

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SPECIAL TERMS & CONDITIONS AND SCOPE OF WORK FOR GOVERNING THE CONTRACT

1. The area of work shall be in and around Aridongri Iron Ore Project situated over an area of 166.800 ha. in forest compartment no. RF 608 adjacent to village- Kachehe and Bhainsakanhar, Thesil-Bhanupratapur, Distt.-Uttar Bastar, Kanker, Chhattisgarh.

2. The obligation of CMDC and the selected contractor/consultant shall be as under:-

A. Obligation of CMDC: under this contract shall be as under: -

(i) CMDC shall provide all documents, records, registers, maps, informations etc. available with CMDC to the contractor required for carrying out the Environment Clearance (EC).

However if some documents/maps/records etc. which is required to be purchased or downloaded from the other agencies then such obligations shall lie with the consultant and all costs/expenses related to such activities shall be borne by the consultant themselves.

(ii) CMDC will provide all assistance to the contractor/consultant for Environment Clearance (EC) and also for getting approval of the competent authority.

(iii) CMDC shall sign all the applications required for getting Environment Clearance.

(iv) **Payment Schedule:** CMDC will ensure payment to the consultant as per the following payment schedule: -

a. 30% of the total consultancy fee after successfully completion of the public hearing.

b. 20% of the total consultancy fee after submission of the final EIA/EMP report to the concerned State/Central Govt. authority.

c. 20% of the total consultancy fee after obtaining Environmental Clearance

d. 20% of the total consultancy fee after getting consent to establish.

e. 10% of the total consultancy fee after obtaining Air & Water Consent (Consent to Operate).

f. The applicable taxes shall be paid by CMDC to the consultant/contractor at the prevailing rates.

g. The TDS shall be deducted from the payment due to the consultant/ contractor before payment at the applicable rates.

Note :- Earlier this Project was carried out by another consultant, but due to some unavoidable circumstances the consultant engaged by CMDC to Carry out this job could not able to continue with us. Earlier consultant already had completed the job of environment clearance till the preparation of draft EIA/EMP Report and its submission to the State Pollution Control Board. So that New consultant is required to carry out the balance work till the issuance of consent to operate (CTO).

B. Obligation of Contractor/Consultant: under this contract shall be:

I. **Scope of work:** The consultant/contractor's scope of work shall include but not limited to the following: -

- i. Providing technical assistance for conducting Public Hearing.
- ii. The objections/ suggestions and responses of concerned persons/public in Public Hearing to be covered in EIA/EMP Report, preparation of final EIA/EMP report and its submission to the State/Central Govt. authority, as the case may be.
- iii. Second/Final Technical Committee Presentation before the concerned State/Central Govt. authority, as the case may be and obtaining environment clearance.
- iv. Application for obtaining Air and Water Consent and obtaining Air and Water Consent.
- v. Consent to Establishment and Consent to Operate.
- vi. Any other work related to or incidental to the above work including liaisoning work with different authorities and local bodies as may be required from and State/Central Govt. authority as the case may be.

II. The selected consultant/contractor is required to submit a Bank Guarantee/Demand Draft of an amount equivalent to the 10% of the contract value before signing of the agreement. The proforma for submission of bank guarantee is enclosed at **Annexure-IA**

The bank guarantee referred above shall be released to the contractor/consultant after successful completion of the assignment i.e. after getting Consent to Operate the mine.

III. The contractor/consultant shall be responsible for providing salary, wages, TA, DA, transport facility, accommodation etc. to their working personnel at their own expenses.

IV. Consultant shall be responsible for arranging all documents/maps/records etc. which is required to be purchased or downloaded from the other agencies at their own costs/expenses.

V. The consultant shall be responsible for observing/obeying all central/state Acts, Rules, Regulations, orders as amended from time to time etc. applicable to the consultancy services.

VI. **Deliverables:** The consultant shall be required to submit the final EIA & EMP report in at least 15 hard copies and 15 soft copy.

3. **Period of Contract:** shall be maximum 1 year from the date of agreement. The period of contract can be extended by CMDC for such period as may be deemed to be necessary for completion of the assignment.

4. **DISPUTES AND SETTLEMENT:**

- A. In the event of any dispute such matter or matters giving rise to dispute shall be resolved amicably.
- B. In case of failure to resolve the dispute amicably then the matter shall be referred to the arbitration for settlement under Arbitration and Conciliation Act, 1966 and during the entire period of arbitration the venue of arbitration shall be Raipur only.
- D. During the pendency of arbitration no party shall go to court.
- E. The jurisdiction of court shall be at Raipur for any legal matters.

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(on non-judicial stamp paper of value not less than Rs 100/-)
The non-judicial stamp paper should be in the name of issuing bank

Ref Bank Guarantee No. _____

DATE: _____

To,

Managing Director
CMDC Ltd.
RAIPUR (C.G.)

Dear Sir,

In consideration of the CMDC Ltd, (herein after referred to as the 'CMDC' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head office at _____ (hereinafter referred to as the **Consultant** which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of CMDC's Work order no. _____ dated _____ and the same having been unequivocally accepted by the **Consultant** resulting in a "contract" valued at _____ for _____ (Scope of contract) and **Consultant** having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said contract value of the contract to the CMDC.

We _____ having
(Name and Address)

its Head Office at _____ (hereinafter referred to as the '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 CMDC, on demand any and all monies payable by the **Consultant** to the extent of _____ as aforesaid at any time up to _____ (days/month/year) without any demur, reservation, recourse or protest and/or without any reference to the **Consultant**. Any such demand made by the CMDC on the Bank shall be conclusive and binding notwithstanding any difference between the CMDC and **Consultant** or any dispute pending before any court, tribunal or any other CMDC. The Bank under takes not to revoke this guarantee during its currency without previous consent of the CMDC and further agrees that the guarantee herein contained shall continue to be enforceable till the CMDC discharges this guarantee.

The CMDC 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 time for performance of the contract by the **Consultant**. The CMDC 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 **Consultant**, and to exercise the same any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the CMDC or any other course of or remedy or security available to the CMDC. The Bank shall not be released of its obligations under these presents by any exercise by the CMDC of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the CMDC or any other indulgence shown by the CMDC or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the CMDC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the **Consultant** and notwithstanding any security or other guarantee that the CMDC may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including ** and shall be extended from time to time for such period, as may be desired by M/s.

whose behalf this guarantee has been given.

Dated this _____ day of _____ 2017 at _____.

WITNESS

Signature _____

(Name) _____

Official address _____

Signature _____

(Bank's Rubber Stamp)

(Name) _____

Designation with Bank stamp

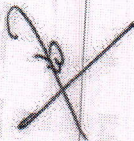
Attorney as per power of Attorney No. _____

Dated _____

NOTE: * This sum shall be ten percent (10%) of the contract value.

**** The date will be as specified in the contract.**

Signature of the Bidder with date and seal



To be submitted on the letter head of the Applicant/Offerer

Annexure-II

FORMAT FOR SUBMISSION OF PRICE OFFER

I/We am/are submitting my/our offer for providing consultancy services to CMDC as per the scope of work and terms and conditions given in Annexure-1. My total consultancy fee for the entire scope of work shall be Rs. (In words).

The above consultancy fee does not include any statutory taxes applicable to the consultancy services as it will be paid by CMDC separately.

Date:

Place:

**(Signature of the Authorised
representative of the Applicant/
Offerer along with seal)**