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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292JH19756OI001223

Speed Post

e-mail-(rpalit@lsimails.com)

WORK ORDER

(Open Tender Reference No. CMPDI/CMC/2020/18 (Tender ID: 2020_CMPDI_181871_1)

पत्रांक: सी.एम.पी.डी.आई/डी.जी.ए-1460/ए-

दिनांक : 19.11.2020

सेवा में,

M/s Resolute Valuers & Consultants Pvt. Ltd.
Sagar Trade Club, Unit No. 203, 2nd Floor, 104
Shyam Prosad Mukherjee Road,
Kolkata – 700026

विषय : Assessment of Value of Inclines and Shafts at Parbatpur Central Coal mine, East Jharia Area, BCCL, Dhanbad

- संदर्भ:** (1) Your Online Bid Id No. 560923 dated 26 September 2020.
(2) CMPDI Letter of Acceptance No. CMPDI/CMC/2020-21/LoA/09, dated 30/10/2020
(3) Your Letter of Acknowledgement on Acceptance of LoA sent by DTDC courier and received by CMPDI on 09.11.2020.

महोदय,

Reference is invited to your aforesaid online Bid submitted as L-1 bidder regarding "Assessment of Value of Inclines and Shafts at Parbatpur Central Coal mine, East Jharia Area, BCCL, Dhanbad". CMPDI is pleased to award you the work for "Assessment of Value of Inclines and Shafts at Parbatpur Central Coal mine, East Jharia Area, BCCL, Dhanbad" against the above-mentioned on-line tender as per following Scope of Work:-

Scope of Work:-

The Valuer is required to determine the cost of infrastructure item "Underground Mines Development (Shafts and Inclines)" of the Parbatpur Central Coal Mine which is presently under the custody of Bharat Coking Coal Limited (BCCL), a subsidiary of Coal India Limited. The valuation is to be done as per the Coal Mines Special Provisions Act 2015 and the rules and regulations made thereunder. The mine is located near Talgoria which 16 kms from Chas town in the state of Jharkhand in India. Total area allocated for the mine by the Ministry of Coal is 880 Hectares. The mine is at present not producing coal. As per information available with us, there are partially constructed four nos. of inclines and partially sunk three nos. of vertical shafts that are to be valued.



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The valuer may be required to visit the site and collect information and drawings from various agencies as and when required.

For site visits and for information related to the assets, the General Manager, East Jharia Area, BCCL, Dhanbad, Jharkhand will be the Nodal Officer.

BCCL will provide all the basic inputs to facilitate the valuer for carrying out the work of "Assessment of Value of Inclines and Shafts at Parbatpur Central Coal mine, East Jharia Area, BCCL, Dhanbad".

Deliverables:

The Valuer would be required to submit the deliverables as per Scope of Work mentioned in Section-5. Three (3) copies of sealed reports should be submitted. One (1) copy each to -

- A. Nominated Authority, Ministry of Coal, New Delhi
- B. GM(Mining)/HOD PAD, CMPDI(HQ), Ranchi
- C. Nodal officer, BCCL, Dhanbad, Jharkhand

1. Rate of the Contract:

1.1 The rate for payment of various works shall be as per accepted price bid which is reproduced below for reference and record:

Sl. No.	Item	Quantity	Units	Basic Rate (in Rs.)	Total Amount (in Rs.)
1	Assessment of Value of Inclines and Shafts at Parbatpur Central Coal mine, East Jharia Area, BCCL, Dhanbad	1.00	Lump sum	4,70,000.00	4,70,000.00
TOTAL(Excluding GST)					4,70,000.00
Add GST @ 18%					84,600.00
TOTAL INCLUDING GST					5,54,600.00

The above rates have been taken inclusive of GST as applicable on the last date of submission of the tender. You shall be required to submit documents in support of payment of GST.

CMPDI agrees to pay you the above sum in consideration of the execution of the contract.

PAYMENT TERMS: 100% payment will be made within 21 days after acceptance of final report by CMPDIL.

1.2 Supervision of Work

General Manager, East Jharia Area, BCCL, the Nodal officer, shall be the Designated Officer-in-charge for supervising and administering the contract, work-order and certifying payment to the valuer. Extension of time may be given by CMPDI to the valuer, on proper justification, in consultation with Nodal Officer, BCCL.



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1.3 e-PAYMENT

The successful Bidder shall have to furnish the details of their bank A/c Nos., IFSC Code, Name and Address of the Bank and Branch Code. Successful Bidder is required to submit an Authorization Form duly signed for e-payment to them.

All Bills/ Invoices along with relevant supporting documents in the name of CMPDI shall be submitted in triplicate to designated officer of the CMPDI for verification and for payment.

All payments under the contract shall be in Indian Rupees.

1.4 Paying Authority:

General Manager (Finance) of CMPDI, Ranchi shall be the paying authority for all purposes.

The Company reserves the right to recover/enforce recovery of any overpayments detected after 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.

Amount payable/repayable for any subsequent change in the statutory tax and duties on Works Contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

2. Duration of the Contract:

The date of completion for the performance of work by the Successful Valuer under the contract shall be 60 days from the date of the award of work. The successful Valuer shall require to perform the work with due diligence and in accordance with the schedule agreed to herein.

3. Progress Report

The Valuer would be required to intimate the progress of the work to Nodal Officer, BCCL and GM(PAD), CMPDI fortnightly after the award of contract.

4. Price Variation Clause

The Quoted Price shall remain firm without any price variation due to escalation.

5. Taxes, Permits & Licenses

The Valuer shall be liable and pay all-Indian taxes (other than GST), duties, levies, whether local, municipal, provincial or central lawfully assessed against the CMPDI or the Valuer in pursuance of the contract. In addition the Valuer shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property.

The recipient of Service (i.e. CMPDI), shall make payment of GST upon receiving a Bill/invoice in accordance with the provision under the GST Act. The recipient of service must be eligible to claim credit of such GST, unless restricted under the law.



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Payment/deposit of GST (in case of forward charge) is the responsibility of the supplier of service/ Valuer.

6. Indemnity Damages & Insurance

The Valuer shall indemnify and make harmless the CMPDI or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Valuer, his agents or employees in the execution of the work. The indemnity amount will be limited to contract value, subjected to final determination by the competent court.

7. Liquidated Damages for Delay in Completion including Force Majeure and Extension there of

Delay in execution of work on account of Force Majeure or other reasons shall be dealt in accordance to provision of clause 3.4, 3.5, 3.6, 3.7 of NIT.

8. Termination, Suspension, Cancellation & Force Closure of Contract

CMPDI shall be entitled to cancel the contract in full or in part as stipulated in clause 3.17.1 & 3.17.2 of the NIT.

9. Gifts and Commissions etc.

Any gift, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

10. Confidentiality

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



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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.

The obligations of confidentiality in this Agreement do not apply to information which is in the public domain at the time of disclosure to the Valuer or which later comes into the public domain through no breach of this Agreement by the Valuer.

11. Limitation of Liabilities

CMPDI shall in no way be responsible for any liabilities arising out of the Valuer's contractual obligation with the Valuer's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Valuer shall in no way be responsible for any liabilities arising out of CMPDI's personnel.

12. Settlement of Disputes

It is incumbent upon the Valuer to avoid litigation and disputes during the course of execution. However, if such disputes take place between the Valuer and CMPDI, effort shall be made first to settle the disputes at the mutual level.

The Valuer should make request in writing to the designated officer-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 Valuer shall be entertained by the CMPDI.

If differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

13. Government Regulations & Statutory Acts

The Valuer should execute and deliver such documents as may be needed by CMPDI in evidence of compliance of all laws, rules and regulations required for reference. The Valuer shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Valuer and CMPDI shall not be responsible in any manner whatsoever.

All legal formalities are to be obtained prior to and or during the commencement of work



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by the Valuer for the successful execution of the said Work. The Valuer shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CMPDI shall have no liabilities in this regard.

14. Intellectual property rights

No services covered under the contract shall be sold or disposed by the Valuer in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Valuer shall indemnify CMPDI, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Valuer, CMPDI, shall be defended in the defense of any proceedings which may be brought in that connection.

All other terms and conditions of NIT/Tender document shall constitute the part of this work order

भवदीय,

(Signature)
19.11.2020

महाप्रबन्धक (परियोजना मूल्यांकन विभाग)

प्रतिलिपि: -

१. अध्यक्ष सह प्रबंध निदेशक, सी.एम.पी.डी.आई, राँची को सादर सूचनार्थ।
२. निदेशक (तकनीकी/पी एंड डी), सी.एम.पी.डी.आई, राँची को सादर सूचनार्थ।
३. मुख्य सतर्कता पदाधिकारी, सी.एम.पी.डी.आई, राँची को सादर सूचनार्थ।
४. महाप्रबन्धक (सी.एम.सी), सी.एम.पी.डी.आई, राँची।
५. महाप्रबन्धक (वित्त), सी.एम.पी.डी.आई, राँची।
६. महाप्रबन्धक (कार्मिक एवं प्रशासन), सी.एम.पी.डी.आई, राँची।
७. प्रबन्धक (लीगल), सी.एम.पी.डी.आई, राँची।