

MMTC LIMITED

A GOVERNMENT OF INDIA ENTERPRISE
CORE-1, "SCOPE COMPLEX", 7 INSTITUTIONAL AREA,
LODHI ROAD, NEW DELHI-110003, INDIA
e-mail:www.mmtc@mmtclimited.com

DETAILED HYDROGEOLOGICAL INVESTIGATIONS FOR
GOMIA U/G COAL BLOCK
SITUATED IN EAST BOKARO COAL FIELD, JHARKHAND

Enquiry No.:**MMTC/CO/Projects/Gomia/HGS/Vol.XXIII**

Date:....**18.12.2013**.....

Enquiry closing date: **20.01.2014**

Enquiry opening date: **18.12.2013**.....

Cost of tender document: ₹ 1,000/-

Sold to: _____

Section-I

Tender Notice

- 1.0 Sealed tenders are invited in duplicate on three cover basis from reputed, experienced, bonafide and competent Bidders with requisite technical know-how and experience in conducting detailed Hydrogeological Investigations for the Gomia underground Coal Block in East Bokaro Coal Field for MMTC.
- 2.0 The work involves carrying out detailed Hydrogeological studies viz., general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, assessing the Aquifer parameters, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final Hydrogeological report.
- 3.0 The successful tenderer, is expected to complete the envisaged work, no later than **NINE** months period.
- 4.0 The successful Tenderer(s) will have to enter into an Agreement with MMTC in accordance with Instructions to Tenderers, General Conditions & Special Conditions, stipulated in the NIT.
- 5.0 Cost of tender documents is **INR 1,000/- only (Indian rupees one thousand only)**. The interested Tenderers can download the tender document from the website of MMTC www.mmtctenders.gov.in or govt. tender website www.eprocure.gov.in and pay the cost of tender document at the time of submission of Bids. The cost of tender document paid by the Tenderers is non-refundable.
- 6.0 The bids shall be received by the **General Manager (Projects), MMTC Ltd., Core-1, "Scope Complex", 7, Institutional Area Lodhi Road, New Delhi-110003, on any working day up to 1400 hours of 20.01.2014**. Technical Bid shall be opened at **1500 hours on 20.01.2014**. The Bid submitted must remain valid for a period of Six months from the Bid submission date.
- 7.0 Submission of bids:

Offers shall be submitted in sealed covers, super-scribing title, enquiry number and due dates of tender.

Cover – A: (1) Demand Draft(s) for **Rs 2,50,000/- (Indian Rupees Two Lakh Fifty Thousand only)** towards EMD with a covering letter and

2) Demand Draft(s) worth **Rs.1,000/- (Indian Rupees One Thousand only)** towards the cost of Tender documents with a covering letter.

Both the DDs should be issued by Nationalized scheduled Bank/Major Scheduled banks in favor of **"MMTC Limited"** payable at **New Delhi**.

Cover - B: Containing all the technical & commercial details (except prices / rates) with covering letter.

Cover- C: Containing only PRICES / RATES with covering letter. (In the proforma enclosed)

Tenderers shall submit their offers at the following address and the offers will be opened at the same place.

R.N. Singh
General Manager (Projects)
The MMTC Limited,
Core-1, "Scope Complex", 7
Institutional Area
Lodhi Road,
New Delhi-110003, INDIA
Telephone: 91-011-24381387, 24365608
Fax: 91-011-24364106
e-mail: rnsingh@mmtclimited.com

Sealed cover-A & sealed cover-B and sealed cover-C shall be kept separately in another sealed cover.

Cover - A containing EMD, and Cover - B containing details as mentioned above, will be opened on the scheduled date of opening of tenders.

Cover- C containing the prices / rates will be opened SEPARATELY of all the tenderers whose offers are technically and commercially qualified. The date of opening of price bids will be intimated to the qualified firms well in advance.

Offers received after 1400 hrs of the stipulated closing date i.e., 20.01.2014 of the tender, WILL NOT BE CONSIDERED.

Cover-A and Cover-B will be opened on the opening date (i.e. on 20.01.2014 at 1500 hrs). MMTC will not be responsible for any postal delays.

8.0 Offer Validity: **Six months** from the date of opening.

9.0 Contract Period: **NINE Months**.

10.0 **Essence:**

Time of completion of the work is the essence of the contract. Penalty clauses will be applicable as per NIT terms.

11.0 **General:**

The Company (MMTC) will satisfy itself that the tenderer is experienced, reputed and possesses the requisite qualifications by perusing details submitted with Cover-B. The decision of the Company (MMTC) in regard to qualifying any of the tenderers will be final and binding on all the tenderers.

MMTC is not under any obligation to accept the lowest bid / bids and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

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Section-II TENDER DOCUMENT

1.0 OBJECTIVE:

The objective of this tender is to undertake DETAILED HYDRO-GEOLOGICAL INVESTIGATIONS FOR THE GOMIA U/G COAL BLOCK IN EAST BOKARO COAL FIELD, JHARKHAND FOR MMTC

Item-I: Generation of baseline data, Establishing a net work of observation wells, Drilling & construction of well field and Conducting aquifer performance test

Item-II: To carry out detailed Hydrogeological studies viz., general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, Aquifer characteristics, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final hydrogeological report.

Item-III: Obtaining statutory approval from CGWA/State pollution control board for carryout mining operations

2.0 Preamble:

The MMTC Limited, hereinafter referred to as “MMTC” invites sealed tenders (in duplicate) from reputed, experienced, bonafide and competent Tenderers satisfying the stipulated eligibility criteria for carrying out detailed Hydrogeological studies viz., general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, Aquifer characteristics, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final Hydrogeological report.

3.0 Eligibility criteria for submission of offers for this tender:

Any Firm / Consortium / Joint Venture Company fulfilling the following eligibility criteria can submit their offers against this NIT.

3.1 TECHNICAL:

- (i) Tenderer should have a minimum three years experience in Geological and Hydrogeological investigations and should have a qualified Post Graduate Geologist from a reputed University / Institute for conducting the required investigations. Further, the tenderers are required to submit a report on their financial credentials as verified by any one of the globally recognized rating agencies like Dun & Bradstreet (D&B), S&P, Moody's, Fitch, Crisil, etc. The report provided by any one of these agencies should not be more than 6 months old.
- (ii) Tenderer should own drills suitable for core drilling / non-core drilling operations in the depth range of upto 400 m with 300 mm diameter.

OR

- (iii) Tenderer should have a legally binding agreement with a firm, which owns the drills/ geophysical logger. The agreement should confirm that the firm would lease/hire the drills to the tenderer and also assist in operation & maintenance of the drills and extend required services for execution of the subject contract.

Availability of equipment for geophysical investigations, and Hydrogeological investigations etc. either on the ownership basis or under lease/contractual arrangement valid for the period of investigation or through sub-contractor(s).

3.2 **FINANCIAL:**

The Tenderer shall have an average annual turnover of at least **Rs.1.00 Crores** (Indian Rupees One Crores only) during the last three financial years, reckoned from the date of submission of offers.

- 3.3 In case a Tenderer satisfies the stipulated financial eligibility criteria mentioned in Clause 3.2 above, he would also be technically qualified if he holds a legally binding agreement governed by Indian Laws.
- 3.4 Documentary evidence with respect to previous experience in carrying out the work of similar nature shall be submitted by the Tenderers for establishing the eligibility criteria.
- 3.5 MMTC reserves the right to verify the original documentary evidence, if it desires to do so and the Tenderers shall facilitate the same.
- 3.6 In case of Tendering Consortium / Joint Venture Company, offers shall be submitted by the **Lead Member** of the Tendering Consortium / Joint Venture Company only.
- 3.7 **Lead Member of the Tendering Consortium or Joint Venture:** Lead Member in case of Tendering Consortium / Joint Venture shall mean the member of the Consortium / Joint Venture who is so designated by the Tendering Consortium / Joint Venture Members. Lead Member in case of a Tendering Consortium / Joint Venture shall be the partner who holds at all times a minimum of 51% of the equity / capital of the Tendering Consortium / Joint Venture Company. All members in the Consortium / Joint Venture Company shall be jointly and severally responsible for all liabilities including financial, legal, and technical liabilities on behalf of the Tendering Consortium / Joint Venture Company.
- 3.8 Joint Operating Agreement (JOA): The Tenderer who has sought qualification on the strength / experience of its promoter(s) / subsidiary(ies) shall submit a legally enforceable Joint Operating Agreement as per the format placed at Annexure F. All members of a Tendering consortium participating in the Tendering process shall also submit a legally enforceable Joint Operating Agreement as per the format placed at Annexure F.

Offers received from all such Tenderers participating in the Tendering process not submitting legally enforceable Joint Operating Agreement as per clause no. 3.8 shall be summarily rejected.

- 3.9 Notarized Power of Attorney (PoA) for the authorized signatory: The Offer shall be signed on all pages only by the Authorized signatory. The Authorized signatory shall represent the Tenderer during all stages of the Tendering process. The authorization in favor of the Authorized signatory shall be issued by the competent authority of the Firm / Tendering consortium / Joint Venture Company, as applicable. Tenderer has to submit an original

Power of Attorney duly notarized in favor of the Authorized representative attested by at least one witness stating the name, occupation and address of the witness, to represent the Tenderer in all matters with respect to the tender in all stages of the Tendering process, including any other documents to give effect to the outcome of the Tendering process. Offers received from all such Tenderers participating in the Tendering process not submitting original Notarized Power of Attorney shall be summarily rejected.

3.10 Sale of tender documents:

The complete Tender document is available on the web site www.mmtclimited.gov.in or govt. tender website www.eprocure.gov.in The cost of the Tender document (non-refundable) is ₹ **1,000/- (Indian Rupees One Thousand only)** which has to be paid only in the form of Bank Draft drawn on any nationalized scheduled bank/Major scheduled banks, in favour of “**MMTC Limited**”, payable at **New Delhi**. Interested Tenderer may download the Tender document from the website and submit the non-refundable application fee.

3.11 Submission of Offers: The Tenderer is required to carefully examine the Tender Documents, terms & conditions, site plan and other details relating to work given in the Tender documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Tenderer is deemed to have known the scope, nature and magnitude of the work and the requirement of equipment, machineries, material, workmen involved etc. **The tenderers can seek clarifications within seven days from the date of opening of tender i.e. by 26.12.2013. Consolidated clarifications will be posted on MMTC website.**

3.12 The Tenderers are requested to submit their offers in duplicate on three cover basis (Cover A, Cover B & Cover C), duly kept in another sealed cover, super-scribing enquiry number, due date of submission of tender, due date of opening of the tender and name & address of the Tenderer to the address given below:

R.N. Singh,
General Manager (Projects)
The MMTC Limited,
Core-1, “Scope Complex”, 7
Institutional Area
Lodhi Road,
New Delhi-110003, INDIA
Telephone: 91-011- 24381387, 24365608
Fax: 91-011-24364106
e-mail: rnsingh@mmtclimited.com

3.12.1 The three sealed covers shall comprise of

- (I) Cover – A:** Cover A shall contain a covering letter along with particulars of Earnest Money Deposit (EMD). The Tenderer shall submit Earnest Money Deposit (EMD) of ₹ **2,50,000/- (Indian Rupees Two Lakh Fifty Thousand only)** in the form of Demand Draft issued by any Nationalized scheduled bank/ Major Scheduled Banks (listed at Annexure I) in favour of “**MMTC Limited**” payable at **New Delhi**.

Tenderers downloading Tender documents from MMTC website shall enclose Demand Draft towards cost of Tender documents for **Rs 1,000/- (Indian Rupees One Thousand only)**, in a separate sealed envelope with a superscription – “DD towards cost of Tender documents”. The DD shall be drawn on any nationalized scheduled bank/Major scheduled Banks, in favour of “**MMTC Limited**”, payable at **New Delhi**.

(i) The Tenderers are required to Note that:

- a) EMD in the form of Cheque shall not be accepted. Tenders without **EMD** shall not be considered and the offers stand disqualified. No interest shall be paid by MMTC for EMD amount.
- b) In case the Tenderers on their own, after opening the tender (as per the scheduled date of opening), withdraw the Tender document/offer or modify the Tender document/offer, the EMD paid shall stand forfeited without any further notice.
- c) The EMD of the unsuccessful tenderers shall be returned within one month of the award of contract to the successful tenderer. MMTC shall not pay interest on the EMD submitted by the Tenderers.

(ii) Forfeiture of EMD: Forfeiture of EMD is resorted to, if the Tenderer

- a) Withdraws his Tender document during the validity period of this offer, Or Changes the terms of the Tender document and submit a revised Tender document after opening of tender which amounts to withdrawal of offer, or
- b) Do not accept the firm order placed within the validity period, which is in conformity with his Tender document, after negotiations and discussions.
Or
- c) Desires to withdraw his Tender document after opening the tenders.

(II) **Cover - B:** Shall contain along with a covering letter, all the required technical information as per the requirement of the NIT document and the commercial / other details as given below

- a) Documentary evidence in support of particulars towards technical and commercial qualifications
- b) Copies of Income Tax returns filed during the preceding three financial years
- c) Copies of audited financial statement during the preceding three financial years.
- d) Consortium Agreement / Joint Venture Agreement with approval from respective Boards to form Consortium / Joint Venture Company to participate in this tender. Power of Attorney in favour of Lead Member for submitting the tender on behalf of Consortium / Joint Venture Company.
- e) Solvency certificate signed by the tenderer mentioning that he is free from undischarged overdue liabilities and got the capacity to discharge the work tendered. This should also be substantiated by the solvency certificate for ₹ **1.00 Crores (Indian Rupees One Crores)** issued by the Tenderer's Bankers.
- f) An affidavit stating that they do not have any criminal proceedings within India against their Members / Partners on account of any illegal activities involving / accounting washed coal supplied by them.
- g) An affidavit in the relevant proforma enclosed at **Annexure A** and **Annexure B**.

- h) One copy of the NIT document duly signed by the Tenderer under official seal on all pages confirming their acceptance of all terms and conditions stated in the NIT document.

(III) Cover - C: Containing only Price proposal quoting strictly as per the format enclosed in Annexure C on firm price basis, along with a covering letter

3.12.2 Tenderers are requested to put their stamp and sign on all pages of their offer document, give Page numbers to all the pages of their offer including the enclosures serially numbered and give Index sheet for locating the details correctly.

3.12.3 PRICE VARIATION CLAUSE:

The prices quoted by the tenderers shall be firm for the entire period of contract. There shall be no price escalation in between.

3.13 Evaluation of Techno-commercial proposals and post-tender discussions:

Cover "A" containing EMD and Cover "B" containing Technical, commercial and other details shall be opened on the scheduled opening date. After examining the Techno-commercial Proposals, MMTC reserves the right to conduct post-tender discussions with any or all Tenderers in order to obtain clarifications or confirmations on any part of the Techno-commercial Proposals so submitted. Only for those Tenderers, whose offer is qualified technically & commercially, the corresponding Price proposals contained in Cover "C" shall then be opened.

3.14 Tenders shall be evaluated based on lowest price on landed cost basis for the entire scope of work given in the NIT document.

3.15 There is no undertaking that the lowest offer shall be accepted and MMTC reserves the right and shall be free to place orders on any Tenderer for whatsoever reasons and the decision in this regard taken by MMTC shall be final. MMTC also reserves the right to reject any or all the Tender documents without assigning any reasons whatsoever OR to close the tender at any stage before award of work.

3.16 In case no Tenderer confirms to the conditions stipulated in this Notice Inviting Tender (NIT), MMTC reserves the right and option to select the Tenderer closely confirming to the stipulated conditions by relaxing the same, where the judgment of MMTC is final and binding on all the Tenderers.

3.17 The decision of MMTC in regard to qualifying any of the tenderers shall be final and binding on all the tenderers.

4.0 OTHER TERMS AND CONDITIONS:

TENDER VALIDITY: Tenders shall be valid for a period of 180 days from the date of opening of the tender.

5.0 SECURITY DEPOSIT:

The **EMD** amount of ₹ 2,50,000/- (**Indian Rupees Two Lakh Fifty Thousand only**) of the successful tenderer shall be retained by MMTC as Security Deposit and the same shall be refunded only after the expiry of contract period and on satisfactory completion of the allotted work, duly certified by the MMTC Authorities.

If the successful tenderer, to whom the work would be awarded, fails to fulfill the contract, the security deposit shall be forfeited and the contract shall be terminated without any prior notice.

The security deposit shall bear no interest.

6.0 PERFORMANCE SECURITY :

10% of value of contract amount and shall be submitted within 15 days of issuance of Lol, by the successful Bidders towards Performance security in any of the form given below:

- i. A Bank Guarantee in the form given in the Tender Specification Document valid for a period of 18 months from the date of award of the contract from a Nationalized Scheduled bank/major Scheduled banks.
- ii Draft drawn in favour of “**MMTC Ltd.**” on Nationalised /Scheduled Banks payable at **New Delhi**.

6.1 TAXES & DUTIES : (As per the discretion of MMTC)

- i) The Tenderer shall quote for the rates and service tax components separately in their price proposal. The applicable service tax shall be paid at the prevailing rates from time to time against tax invoice.
- ii) If there is any revision in the applicable rates of service tax, which are in force as on the date of submission of the Tender document, such variation shall be to MMTC account.
- iii) Income Tax payable shall be to the account of the successful tenderer. Tax at Source shall be deducted, as per the relevant rules of Income Tax Act, 1961, from all payments on account of services provided by successful tenderer. MMTC shall issue valid certificates for the tax deducted at source.
- iv) All other taxes etc., payable by the Tenderer, which are incidental for the the awarded work, applicable as on date of submission of the Tender document shall be deemed to have been included in the washing charges quoted itself and no additional payment would be made by MMTC.
- v) Tenderer shall consider CENVAT credit available against Service Tax while offering the washing charges quote.
- vi) If any new taxes are introduced in relation to the service provided by the successful tenderer in place of / in addition to service tax during the currency of the contract period such new tax shall be paid extra by MMTC at the applicable rate for the rest of the contract period against appropriate invoice.

6.2 Tenderer shall inspect and examine the site and its surroundings and shall obtain and satisfy themselves (so far as is practicable) before submitting their Tenders on the form and nature of the site, the quantities and nature of the work, the prevailing ecological conditions, weather conditions, ground conditions, local conditions, availability of raw materials, workmen, water, electricity, all necessary information, regarding the material necessary for the completion of the works, the means of access to the site, the accommodation that they may require at the site, the facilities likely to be extended to them and the difficulties likely to be encountered by them during the execution of the work, the risks, contingencies and other circumstances which may influence or affect their offer before quoting for the work.

The tenderer shall also make themselves aware of all their responsibilities, the facilities likely to be extended to them during the execution of the work, the rules and regulations of all statutory

bodies and Local Government bodies which shall be required to be complied with during the execution of the work.

The Tenderer shall confirm, in writing that they have visited the site and have made themselves aware of the entire local and statutory conditions and other information likely to influence or affect their offers as per the format given at Annexure E.

6.3 The Tenderer to be aware of market price:

The Tenderer shall make themselves fully aware of the prevailing market prices of different material, equipment and accessories, workmen costs etc. in regard to the proposed work. Ignorance on this account shall not be taken to be an excuse by the Tenderer for price deviations or delays in filing the tenders or at any stage thereafter.

6.4 Sufficiency of Tender:

The tenderers shall satisfy themselves regarding the sufficiency of their tenders in respect of any adverse physical conditions and artificial obstructions at the site. No claim shall be made against or entertained by the Company for any damage done by an act of God or on account of any circumstances beyond the control of the Company.

7.0 Scope of Work:

7.1 Tenderer’s Scope of work:

The successful bidder will have to carry out the detailed Hydrogeological investigations and submission of Hydrogeological report.

The detailed Hydrogeological investigations proposed to be conducted in the block include the following activities by the successful bidder:

1	Description of general topography and drainage analysis of the core zone and buffer zone with HFL information (Core zone is area covered by project itself and buffer zone covers 10km around the boundary of the project).
2	<p>Generation of baseline data viz.,</p> <p>a. Establishing a net work of observation wells (30 to 40 wells) in and around the block (i.e, covering the total villages in buffer zone), monitoring of water levels during winter, Pre monsoon, Monsoon & Post monsoon seasons. (as per annexure-I).</p> <ul style="list-style-type: none"> • The Observation well should be easily approachable • The well should have water column in all seasons • The well should be in use and not to be fixed with pump set/motor. • The Well should be selected in ideal location so that it should be representative of the surrounding area • Water level in an observation well is to be monitored at a fixed point <p>b. Village wise Land use, Source wise agricultural census data of the villages falling in buffer zone for both Kharif and Rabi seasons. (as per annexure-II, III and IV).</p> <p>c. Collection of daily rainfall data of nearest rain gauge station from the block for the last 10-15 years and its analysis. (as per annexure-V)</p> <p>d. Water demand - Competing users of the water source (utilisation details in the buffer area. as per annexure-VI).</p> <p>e. Discharge of the existing mines (minimum and maximum) in the buffer zone if any, and its utility for various purposes is also to be described. (as per annexure-</p>

	VII). f. At least 5 water samples each are to be collected from surface and ground water in the buffer zone and water analysis can be done as per IS standards.															
3	Delineation of Aquifer geometry and preparation of water table contour maps for pre-monsoon and post monsoon seasons of the study area. Historical water level data for 2 or 3 observation wells in the study area is also to be collected from local ground water agencies.															
4	<p>Evaluation of Aquifer characteristics by conducting aquifer performance test:</p> <p>Drilling and construction of well field, carrying out aquifer performance test to evaluate aquifer parameters.</p> <p>This test requires one test well and two observation wells as detailed below.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>No of wells</th> <th>Depth of the hole (m)</th> <th>Bore hole dia</th> <th>MS casing inner dia</th> </tr> </thead> <tbody> <tr> <td>Test well</td> <td>1</td> <td>300</td> <td>311.15mm (12^{1/4}"</td> <td>200mm (8")</td> </tr> <tr> <td>Observation wells</td> <td>2</td> <td>300</td> <td>203.2mm (8")</td> <td>100mm (4")</td> </tr> </tbody> </table> <p>a. Space (distance) between test well and observation wells is to be maintained as per hydrogeological conditions of the area.</p> <p>b. M.S. blank/ slotted pipes (say 4.5mm thick) of standard quality, suitable for hydrogeological investigations are to be lowered up to the bottom of the well.</p> <p>c. The slots are to be 3mm wide and vertical. These pipes should be provided with slots for effective open area of 70% while maintaining the strength of the pipes.</p> <p>d. After drilling of pilot hole, geophysical logging is to be carried out (at least for one bore hole) to design the well assembly for lowering the casings.</p> <p>e. The geophysical log and report should be made available to MMTC for further reference. Based on the geophysical log data, well assembly is to be designed for construction of Test well and Observation wells. The well assembly that is designed is to be sent to MMTC before lowering the casings so that if changes are required that may be reviewed.</p> <p>f. While lowering the casings, the joints are to be welded properly.</p> <p>g. 12.5mm (1/2") size sub-rounded and sorted quartzitic gravel is to be packed outside the casing pipes (i.e., annular space between the bore hole wall and casings) up to the surface of the bore wells.</p> <p>h. Well development is to be carried out through a suitable compressor till the water is clear for test well and observation wells.</p> <p>i. Long duration Pumping test at least for 1000 minutes has to be carried out with a suitable submersible pump with required accessories and facilities like diesel driven genset to provide uninterrupted power supply during the test.</p> <p>j. During the aquifer performance test, recuperation data also to be recorded.</p> <p>k. SCCL's Hydrogeologists will associate during the pumping test.</p>	Description	No of wells	Depth of the hole (m)	Bore hole dia	MS casing inner dia	Test well	1	300	311.15mm (12 ^{1/4} "	200mm (8")	Observation wells	2	300	203.2mm (8")	100mm (4")
Description	No of wells	Depth of the hole (m)	Bore hole dia	MS casing inner dia												
Test well	1	300	311.15mm (12 ^{1/4} "	200mm (8")												
Observation wells	2	300	203.2mm (8")	100mm (4")												
5	<p>Groundwater Balance and Stage of Groundwater Development</p> <p>Demand and supply of water of the proposed project; Ground water recharge, Draft and water balance in the core and buffer areas; stage of ground water development and flow chart of water balance is to be prepared as per GEC-97 (Ground water Estimation Committee-1997) methodology,</p>															

6	Mining impact on Water regime and remedial measures. Assessing the probable seepage in to shaft and mine-inflow, Impact assessment of the proposed mine and remedial measures to be suggested. Impact of mining on hydrology, diversion or truncation of existing stream/ river courses that flow across the project area, impact on existing hydrological structures around the project.
9	Preparation of Hydrogeological report. Detailed hydrogeological report with Figures, Tables and predicted impacts on water regime and remedial measures to the MMTC in hard and soft forms.
10	Obtaining statutory approval from CGWA/State pollution control board for carryout mining operations on behalf of MMTC (as per annexure-IX).

7.1.1 Documentation (both Hard Copy & Soft Copy)

- (i) Interim Hydro Geological Note (IHGN): Bidder shall prepare and submit two copies of IHGN to MMTC after establishing the base line hydrogeological data. This report has to include the topographic & drainage analysis, the locations of water level monitoring stations with at least one season records, demography, village-wise agricultural census data, rainfall data, selection of site for conducting the aquifer performance test etc. within three months after awarding the work.
- (ii) Draft Hydro Geological Report (DHGR): Bidder shall prepare Draft Hydro Geological Report and submit two copies to MMTC within a month after completion of Aquifer Performance Test for vetting purpose.
- (iii) Final Hydro Geological Report (FHGR): Bidder shall attend and incorporate in FHGR all vetting comments given on the DHGR by MMTC and shall submit 5 copies of FHGR within one month of receipt of vetting comments. Bidder shall also submit two soft copies of the FHGR in CDs.
 - a) The total meterage for drilling of bore holes for pumping test to be drilled (non-core) is likely to vary by (+/-) 30% depending on the location of site. Actual requirement shall be assessed on the basis of Interim Hydro Geological Note. Payment shall be made at actual on pro-rata basis for construction of bore wells for pumping test.
 - b) Any additional data of the block provided by MMTC shall have to be incorporated and interpreted by the bidder in the Final Report.
 - c) Bidder shall prepare Monthly Progress Report (both Hard Copy and Soft Copy) in respect of all activities such as data collection, establishment and monitoring of water levels, drilling etc. and submit to MMTC or his authorized representative for verification and certification for acceptance.
 - d) The Monthly Progress Report(s) submitted by the Bidder and accepted by the MMTC or his authorized representative shall be the basis of assessment of the progress of job vis-à-vis LD. This assessment should be done at an interval of 3 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion. The progress assessed shall be compared with progress envisaged in the **Progress chart** drawn by the bidder and agreed by MMTC or his authorized representative (Annexure-VIII). While drawing the **Progress chart** the bidder shall keep in view the overall schedule of completion given in the above annexure.

7.1.2 Documentation (both Hard copy & soft copy)

- (i) **Interim Hydro Geological Note (IHGN)**:

- (a) Bidder shall prepare and submit two copies of IHGN to MMTC within three months after awarding the work.
- (b) The IHGN shall contain the following:
- Location Map of the Block
 - Geomorphological features within 10 km. radius of the block (RF 1:50000)
 - Drainage map with in 10 km. radius of the block (RF 1:50000)
 - Geological Plan (RF 1: 50000)
 - Existing mines if any are to be marked in the topographical map.
 - Water level monitoring stations location plan (RF1:50000) and data for one season (Pre monsoon / post monsoon season)
 - Water table contour map Pre monsoon / post monsoon season (RF1:50000)
 - Location of APT site
 - Meteorological data for the previous 10 / 15 years
 - Village wise land use and agricultural census data for Kharif and Rabi seasons
 - Surface water & ground water consumption (domestic, agricultural and industrial) details in the buffer area.
- (ii) Draft Hydro Geological Report (DHGR): Bidder shall prepare DHGR submit two copies to MMTC for vetting purpose. The DHGR shall comprise the following:

Executive summary: A brief details of the report

Text: Introduction with project details and scope of work; Description of general topography and drainage analysis of the core zone and buffer zone; Geology; Meteorology and rainfall analysis; Land use with agricultural details; Hydrogeological regime of the area including aquifer geometry, surface and ground water potentiality, water levels and long term trends with hydrographs in the buffer area; Aquifer characteristics; Quality of surface and ground water; Ground water resources estimation and categorization of the area, Probable seepage of ground water in to shaft/mine workings; Mining impact on surface and ground water environment and remedial measures

The text will make necessary references to various figures & tables to understand the content.

Figure -I - Location Map of the Block

Figure -II - Geomorphological features within 10 km. radius of the block (RF 1:50000)

Figure -III - Drainage map with in 10 km. radius of the block (RF 1:50000)

Figure -IV - Geological Plan (RF 1: 50000)

Figure -V - Water table contour map Pre monsoon season (RF1:50000)

Figure -VI - Water table contour map Post monsoon season (RF 1:50000)

7.1.3 Details of scope of works

- (i) Bidder with his own/sub contract drills and equipments shall carry out drilling for construction of test well and observation wells for APT. Deviation in construction methodology shall not be allowed.
- (ii) Bidder is responsible for making arrangements to carry out geophysical logging (at least for one borehole) after drilling a pilot hole, to design the well assembly and for lowering the casings.
- (iii) The Bidder shall also submit recorded and interpreted data of geophysical investigations carried out by him in digitized form.
- (iv) Boreholes are desired to be vertical. Bidder will take all possible precautions and skill to maintain verticality of the boreholes.

- (v) The location of the APT wells finalized by MMTC shall be fixed on the ground by the Bidder. After completion of APT, each borewell casing is to be capped/ sealed properly by the bidder for further use, if any, in future.
- (vi) If a borehole fails to drill up to the targeted depth due to drilling difficulties or otherwise, the bidder shall have to re-drill a fresh borehole in lieu of the abandoned borehole.
- (vii) MMTC shall have no responsibility towards formation of approach roads to drill site (for APT), arranging the water supply for drilling, watch and ward, and safety of men and material of the Bidder.
- (viii) The selected Bidder/ contractor shall have to take up with the owner of the land for taking up borehole drilling and other related activities wherever necessary. In case the drill location falls within forest land, MMTC will arrange for the necessary clearance from the authority concerned.
- (ix) Decision for closure of the boreholes shall be taken by the authorized representative of MMTC.
- (x) Immediately after completion of APT at site, the Bidder shall at his own cost remove all equipment and unused materials; fill in and level pits and reinstate the site to its original conditions.
- (xi) No extra cost shall be paid towards any "fishing" operation in connection with failure of tubular, bit etc., inside the borehole. No time extension will be provided for "fishing" operation and delay shall attract L/D clauses.
- (xii) The Successful Bidder's Scope of Work shall also include all the obligations covered in various parts of "Instructions to Bidders", "General Conditions", "Special Conditions" and "Technical Document".
- (xiii) The Scope of Work shall include bringing in and/ or procurement and/ or deployment of Bidder's own equipment and personnel.
- (xiv) Site preparation, supply, transportation to site, water arrangement, lighting, etc., shall be responsibility of the successful Bidder.
- (xv) The manpower deployment by the Bidder should be in conformity to the laws and regulations applicable in India. However, MMTC will have no liability, whatsoever, with regard to the manpower provided by the selected Bidder within or, after the contractual period.
- (xvi) Locations of APT wells shall be surveyed by the Bidder for their three dimensional co-ordinates.

7.2 MMTC's scope of work

- a) MMTC shall provide Location plan of the project area marked on Toposheet.
- b) MMTC shall provide Geological and Project information from Geological, and Project reports of the Block area.
- c) MMTC shall arrange necessary clearances for drilling activities for APT from Local, State, Central authorities if required.
- d) MMTC shall provide details of shaft sinking (if it is proposed) for assessing the probable seepage of water in to the proposed Shaft
- e) MMTC shall provide any other required and relevant information (if available).
- f) MMTC shall scrutinize the Draft report submitted by the bidder and submit its comments/ observation within 30 days which needs to be incorporated by the bidder in Final Report.

- g) MMTC shall scrutinize the Final report to verify incorporation of its comments given earlier on draft report within 15 days.

7.3 Visit by M/s Singareni Collieries Company Limited (SCCL)'s Hydrogeologist: During the course of Hydrogeological study/investigations, SCCL's Hydrogeologist will visit the coal block within 2 months of starting the work by the Agency to inspect the observations wells and to verify the information collected by the Agency. In addition, SCCL's Hydrogeologist will also visit at the time of conducting of Aquifer Performance Test, etc.

8.0 Minimum period of operation assured shall be **9** months. The period shall be extended on mutual consent of both MMTC and the successful tenderer.

9.0 Commencement of Work:

The successful tenderer shall commence the work within fifteen (15) days from placement of the order.

Failure to start the work within the specified period from the date of Letter of Award shall entail forfeiture / invoke of the Earnest Money Deposit / Security Deposit / Performance security.

10.0 Statutory Provision:

- 10.1 The successful tenderer will ensure that the rules, regulations and/or disciplinary measures and/or safety procedure that may be enforced from time to time as per award and other statutes at the work site are strictly followed by them and the employees engaged by them or associated with them on the job. For any failure, they will be held fully responsible.
- 10.2 During execution of the job, the successful bidder will similarly be responsible for adhering fully and strictly to the rules, regulations and/or disciplinary measures and/or safety procedure that may be in force from time to time at the work site. The persons engaged/associated with them for this job have to follow the same. They will be held fully responsible for any breach thereof.
- 10.3 The successful tenderer will strictly abide by all laws (State/Central/Law enforcing authority) regarding Mines Act and Labour Wages, Rules & Regulations and orders made there under and the MMTC Management will not, in any way, be involved therein or concerned therewith and shall not be liable to pay any compensation that may become payable due to their fault, negligence or failure to abide by the laws, rules & regulations directly or indirectly.
- 10.4 The successful tenderer is liable to abide by Police Rules and Laws in force in connection with the proposed work and transportation of materials. MMTC will not be responsible for any breach of Laws and Rules.
- 10.5 In case of failure to achieve targeted results/output, the MMTC Management reserves the right to appoint separate agency for this job at its sole discretion to get the job done through other agency at risk and cost of the successful tenderer.
- 10.6 The MMTC management shall not be liable for any compensation whatsoever in case of any detention of the machinery of the successful tenderer for any reason.
- 10.7 The successful tenderer will execute the whole/part of the job and strictly in accordance with the instructions given from time to time by MMTC or his authorized representatives.
- 10.8 For any dispute arising out of this work reference may be made to MMTC. The decision of MMTC in such cases, shall be final and binding on the successful tenderer.
- 10.9 Any point found to have been left herein shall be finalized on mutual negotiation basis.

10.10 MMTC reserves the right to cancel the tender/terminate the agreement without assigning any reason thereof for which no compensation will be paid MMTC.

11.0 Termination of the Contract.

The contract shall remain valid for a period of 9 months. MMTC however, has the right to review the contract periodically and also to terminate the same on the basis of review of periodic performance of the successful bidder.

MMTC shall have liberty to terminate the contract of the Agency without prior notice and without compensation whatsoever in the following events:-

- 11.1 If the execution of work be found unsatisfactory.
- 11.2 If the Agency is found involved in any action involving moral turpitude;
- 11.3 If the Agency's men are found involved in any action causing breach of peace of discipline at the locality/area causing local Law & Order Problem
- 11.4 If he fails to comply with any of the terms and conditions that would be mutually agreed upon for the execution of the work.

12.0 Additional Termination Clauses:

12.1 Termination for Default

MMTC may without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful tenderer, terminate this contract in whole or in part:

- 12.1.1 If the successful tenderer(s) fails to complete all the works according to the Time stipulated in the Contract, or any extension thereof, granted by MMTC as per NIT terms.
- 12.1.2 If the successful tenderer(s) fails to perform any obligation(s) under the Contract; or
- 12.1.3 If the successful tenderer(s) in either of the above circumstances does not rectify his failure within a period of 30 days or such longer period as MMTC may authorise in writing, after the receipt of the default notice from MMTC.

In the event of MMTC terminating the Contract in whole or in the part, MMTC may procure, upon such terms and in such a manner, as it deems appropriate, the works similar to those undelivered/rejected and the successful tenderer shall be liable to MMTC for any excess costs for such similar works. The successful tenderer shall, however, continue performance of the Contract to the extent not fulfilled, if the termination relates to a part of the Contract only. In the event of such termination, Performance Security will be invoked by MMTC. These amounts shall not be treated as amounts set off against amounts to be paid by the Contractor under termination clause.

12.2 Termination for Insolvency:

MMTC may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor (s), if the Contractor (s), become bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.

12.3 Termination for Convenience:

MMTC may, by written notice sent to the Contractor(s), terminate the Contract in whole at any time for its convenience. The notice of termination shall specify that termination is for MMTC's convenience, the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective.

13.0 Time for completion of contract ■ extension thereof, defaults & compensation for delay

Immediately after the contract is concluded MMTC and the contractor shall agree upon time and progress chart prepared on the basis of a schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the day of the issue of letter of acceptance/work order or handing over the site of work or handing over reasonable number of working drawings to the contractor, whichever is later.

13.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, 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.

13.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract 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 @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

13.2.1 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 of 10% of the contract price.

13.2.2 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.

13.2.3 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,

13.3 In the event of such termination of the contract as described in clauses 20.2.2 or 20.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

13.4 Extension of date of completion: on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the MMTC.

- a) Abnormally bad weather
- b) Serious loss or damage by fire or other causes related to 'Force Majeure Conditions'
- c) Civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d) Any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time including reasonable mobilisation time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by MMTC within one month of the date of receipt of such request. 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 MMTC.

13.5 Provisional extension of time may also be granted by MMTC during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events. reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

13.6 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 Company or the both. The extension will have to be by party's agreement, expressed or implied. -

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, MMTC at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by MMTC 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 contract.

13.7 (a) The successful Bidder / contractor will advise, in the event of his having 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 lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) 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 causes of Force Majeure and neither company nor the Bidder/ contractor shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of Bid he will categorically specify them in his Bid-and state whether they have been taken into consideration in their quotations.

14.0 Late Delivery Penalties:

The successful tenderer (s) shall mobilize the required machinery and commence the work within 15 days of signing of contract. In case of failure to commence the activity within the stipulated time the Sub-Contractor is liable for payment of LD Penalties. The LD Penalty shall be at the rate of 0.5% of contract value for every completed week's delay or part thereof, subject to a maximum of 1%. MMTC reserves the right of terminating the contract for Contractor's default, if the delay in commencing the work exceeds 15 days (total 30 days from the date of signing of the contract).

During the execution of the contract, the penalties for not achieving the Quarterly work progress shall be governed by the provisions of the contract.

15.0 Penalties

MMTC reserves the right to deduct the penalties from any of the bills against the contracts being executed by the successful tenderer in MMTC. The levy of penalties shall not relieve the successful tenderer from any of their obligations and liabilities as per the contract. The penalties applicable under the contract are as follows:

15.1 Penalties in case of termination for not commencing work.

- a. In case of termination of contract for not commencing the work as per the provisions of this NIT, security deposit shall be forfeited.
- b. In case of the bidder, to whom LOI / firm order is issued and contract is terminated for not commencing the work as per the provisions of this NIT, an amount equivalent to the security deposit can be deducted from the running bills payable to the successful tenderer by MMTC against any other contract(s) also.

15.2 Penalties in case the successful bidder leaves before schedule period or termination of the contract

- a. In case the successful bidder fails to execute the work completely and leaves before the scheduled period, a penalty of 15% on the value of unexecuted quantity against the schedule shall be levied.
- b. In case a new contract is awarded for the quantity not executed by the successful bidder or the same is executed using MMTC's equipment, the difference of cost involved for execution shall also be recovered in addition to the penalty (s) above.
- c. In addition to the above penalty the Security Deposit, Performance security shall be forfeited.
- d. In case, the amount available against the running bills of contract is not sufficient to recover the penalties, the balance amount due to MMTC shall be recovered from the successful bidder including from running bills of other works if any.

15.3 The contractor shall follow the Quarterly targeted progress, as stipulated in the Contract.

16.0 Price Fall Clause:

In the event, a price lower than the price in this Contract are accepted by the successful tenderer, within a period of 6 months from the date of signing of this Contract from any other agency under similar terms and conditions of the contract issued to the Contractor, benefit of such lower price shall also be offered to MMTC under this Contract. The Contractor shall intimate MMTC about his acceptance of such lower price immediately.

17.0 Risk purchase Clause:

In case the Contractor fails to deliver the terms of the contract as per the order and MMTC is forced to enter into new contract for the purpose with another firm at a higher price, the Sub-Contractor shall pay the difference in prices to MMTC.

18.0 General:

- 18.1 In case of failure to achieve targeted results/output, the MMTC Management reserves the right to appoint separate agency for this job at its sole discretion to get the job done through other agency at risk and cost of the successful tenderer.
- 18.2 The MMTC management shall not be liable for any compensation whatsoever in case of any detention of the machinery of the successful tenderer for any reason.

- 18.3 The successful tenderer will execute the whole/part of the job and strictly in accordance with the instructions given from time to time by MMTC or his authorized representatives.
- 18.4 For any dispute arising out of this work reference may be made to MMTC. The decision of MMTC in such cases, shall be final and binding on the successful tenderer.
- 18.5 Any point found to have been left herein shall be finalized on mutual negotiation basis.
- 18.6 MMTC reserves the right to cancel the tender/terminate the agreement without assigning any reason thereof for which no compensation will be paid MMTC.

19.0 Measurement and payment

Except where any general or detailed description of the work in the bill of quantities provides otherwise, measurements of the work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities / schedule of work / specification to the contract.

All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

- 19.1 MMTC shall inspect, examine and measure the progress of work of the tenderer on site and off site. MMTC will inform about the date and time of the same and the tenderer's representative may associate in such measurement. Measurements shall be taken jointly by the MMTC or its authorised representative and by the contractor or his authorised representative
- 19.2 Before taking measurements of any work, MMTC or the person deputed by MMTC for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.
- 19.3 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by MMTC or by its authorised representative shall be taken to be the correct measurement of the work done.
- 19.4 Payment on Account - The contractor shall submit the bill for the work carried out in accordance with the contract. MMTC shall then arrange for verification of the bill with reference to the measurements taken or to be taken or any other records relevant for the purpose. The payment will become due and payable by MMTC within 30 days from the date of receipt of bill/invoice/debit note by MMTC;
- 19.5 Payment on account shall be made on the representative of MMTC certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- 19.6 Any certificate given by the representative of MMTC for the purpose of payment of monthly bill / bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by the MMTC authorities by any subsequent certificate or by the final certificate.

- 19.7 The company reserve 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, not withstanding 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.
- 19.8 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.

20.0 STATUTORY RULES:

The following statutory rules and regulations be followed by the successful Bidder undertaking the job:

- 20.1 The successful Bidder should follow all statutory rules, regulations applicable laws etc. and statutory requirement related to government licenses, workmen compensation, insurance etc, including Minimum Wage Act, for their personnel. Machine operators and others, to whom the work would be allotted, should be provided safety shoes and helmets etc. by the successful Bidder. The successful Bidder is required to indemnify MMTC from any liability falling on MMTC due to an act of commission/ omission by the successful Bidder or by its representatives or by its employees or by any third party in execution of the contract. If MMTC is made liable for such claim by the Court or other Authority, the same should be reimbursed to MMTC by the successful Bidder as if MMTC has paid on their behalf.
- 20.2 During the course of execution of the work, if any accident occurs whether major or minor, the successful Bidder or his supervisory staff should inform the same immediately without any delay to the concerned authorities and take steps in accordance with the Mines Act and other relevant laws, else, it is envisaged to take necessary action against the successful Bidder or his supervisory staff for violation of the mines act and other relevant laws.

Execution of the work with contract labour is prohibited vide notification U/S 10(1) contract labour (Regulation & Abolition) Act, S.O 2063, dated 21.06,1988. So, the successful Bidder should execute the work in such a way that the above Act is not violated in any manner.

21.0 FORCE MAJEURE CONDITIONS:

The force majeure clauses that are applicable to MMTC in general are:

The following shall be treated as force majeure conditions for general under standing.

- 21.1 Strikes, lockouts, law & order problem, hostilities, acts of public enemy.
- 21.2 Natural calamities, flood, earth quakes, civil commotions, sabotage.
- 21.3 War, fire, explosions, epidemics, sanctions / embargoes etc.,
- 21.4 Coal transport belt snap & road blockages affecting transportation etc.

The force majeure conditions shall be considered subject to documentary evidence. The force majeure conditions shall be recorded in a "site register" maintained by Project authorities at the beginning and at the end of such force majeure conditions and signed by the successful

tenderer and project authorities. Otherwise such a plea of force majeure cannot be agreed. The force majeure conditions are considered for extension of time for completion of work and shall not be considered for exemption of raw coal quantities to be washed.

22.0 OTHER TERMS

- 22.1 Income Tax deduction shall be regulated as per IT Act section 194-C / relevant section and as per rules announced by Government Authorities, from time to time.
- 22.2 MMTC reserves the right of cancelling the current tenders without assigning any reason at any stage of the tendering process. Notwithstanding any thing mentioned above/herein, after placement of order, MMTC also reserves the right to terminate the contract, with immediate effect without assigning any reasons, if MMTC is of the opinion that the works are not being conducted / carried out to its satisfaction and MMTC shall be the sole judge in this regard. Due to imposition of any law / change in law by Government / Court decision, if the work is to be stopped, the work shall be terminated and payments shall be made only for the portion of the works executed on the principle of quantum merit. No payments shall be made for shifting of equipment or personnel.
- 22.3 As the time is the essence of the contract, in case the successful tenderer to whom the work would be allotted, lags behind in his work, to keep up the schedule, MMTC reserves the right of awarding the residual work either in whole or part to any other agency or may take it up on its own and difference in value, if any shall be recovered from the successful bidder.
- 22.4 The successful tenderer should not engage workmen below 18 years of age.
- 22.5 MMTC is having the right to inspect and verify the records any time during execution of contract to ensure order terms and also compliance of all statutory provisions.
- 22.6 If there shall be a breach of any terms of the contract or if the tenderer is adjudged insolvent, then in such an event MMTC may not withstanding waiver of any previous cause or right of re-entry, enter upon the demised land and then demise of the land / premises shall absolutely cease and the contract shall stand cancelled / terminated. On such cancellation / termination, successful tenderer shall not be entitled to any compensation whatsoever.
- 22.7 On expiry of the contract period / termination of the contract, as the case may be, the successful tenderer shall remove and shift the restore the land to MMTC as far as practicable. The security deposit of **Rs 2,50,000/- (Indian Rupees Two Lakh Fifty Thousand only)** of the successful tenderer shall be released only on complete vacation and handing over of the vacant site to the MMTC.
- 22.8 The successful tenderer should not assign or subcontract the work / any of the works.
- 22.9 The successful tenderer should not be entitled to interest upon any payment due and payable by MMTC.
- 22.10 The successful bidder shall follow rules, if any, imposed by Local/State/Central authorities.
- 22.11 The successful bidder shall indemnify the Company (MMTC) from any liability be falling on MMTC due to any commission/ omission by himself or by his representative or by his employee or by any third party in execution of contract. If the MMTC is made liable for such claims by any court or authority, the same shall be reimbursed to the MMTC by the successful bidder, as if the MMTC has paid on their behalf.

22.12 The terms and conditions, if any, that shall be stipulated from time to time by Government authorities concerned, shall be binding on the successful bidder.

23.0 ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be New Delhi.

24.0 JURISDICTION:

The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts in New Delhi shall have exclusive jurisdiction over matters relating thereto.

25.0 Tenderer may download the Tender document from the website and submit the non-refundable application fee as per details given in Clause 3.10 Section-II (TENDER DOCUMENT)

26.0 MMTC shall not be responsible for the post / courier service delays and any requisition letters received after due date & time, requests for extension of date etc. shall not be entertained

27.0 The Tenderers shall fulfill all the requirements stipulated in this NIT. The Tender documents submitted with any deviation to the NIT and or with conditions shall be liable for summary rejection and no correspondence / dispute on this account will be entertained by MMTC.

SIGNATURE

ANNEXURE-A

PROFORMA

AFFIDAVIT

(To be submitted by individuals / proprietary concerns along with the tenderer)
(To be executed on Non Judicial Stamp paper of Rs.10/-)

I, _____ Son of Sri _____ aged _____ Years
residing at _____ here by solemnly declare and state as under:

- i) I intend to submit my offer to The MMTC Company Limited (MMTC) for undertaking the work of Detailed Hydro geological Investigation of Gomia U/G coal Block as per scope of Work, given in the NIT document with reference to their enquiry No. _____, dated _____.
- ii) I have read the terms and conditions of tender document of the above said work and understood the same in their proper perspective.
- iii) In compliance with Clause No.3.12.1 of terms and conditions of tender documents, I am submitting this affidavit.
- iv) In case the MMTC awards the aforesaid work to me, I here by confirm that I shall deploy or engage only my supervisors, work persons in the plant who are my regular employees to execute the aforesaid work of the MMTC.
- v) I also here by confirm that I shall not deploy or engage any contract workmen for executing the regular work of the MMTC.
- vi) I also agree to comply with the applicable laws for executing the work awarded to me.

DEPONENT

Solemnly affirmed before me this day _____

NOTARY PUBLIC/EXECUTIVE MAGISTRATE

PROFORMA

AFFIDAVIT

(To be submitted by the tenderer)
(To be executed on Non Judicial Stamp paper of ₹.10/-)

I, _____ working as _____ of M/s _____ registered under _____ and having its registered office at _____ here by solemnly declare and state as under:

- i) I am authorized to make this affidavit on behalf of M/s _____ we, M/s _____ intend to submit our offer to The MMTC Company Limited (MMTC) for undertaking the work of Detailed Hydro geological Investigation of Gomia U/G coal Block as per scope of Work, given in the NIT document with reference to their enquiry No. _____, dated _____.
- ii) We have read the terms and conditions of tender document of the above said work and understood the same in their perspective.
- iii) In compliance with the clause No.3.12.1 of terms and conditions of tender documents, we are submitting this affidavit.
- iv) In case the MMTC awards the aforesaid work to me, I hereby confirm that I shall deploy or engage only my supervisors, work persons in the plant who are my regular employees to execute the aforesaid work of the MMTC.
- v) I also hereby confirm that I shall not deploy or engage any contract workmen for executing the regular work of the MMTC.
- vi) I also agree to comply with the applicable laws for executing the work awarded to me.

For and on behalf of the _____

DEPONENT

Solemnly affirmed before me this day _____

NOTARY PUBLIC/EXECUTIVE MAGISTRATE

ANNEXURE - C

(PRICE BID)

(In Sealed Cover to be enclosed in Cover-C)
(on the letter head of the tenderer)

To
MMTC
A GOVERNMENT OF INDIA ENTERPRISE
CORE-1, "SCOPE COMPLEX",
7 INSTITUTIONAL AREA, LODHI ROAD,
NEW DELHI-110003, INDIA

Dear Sir,

Sub:- DETAILED HYDROGEOLOGICAL INVESTIGATIONS FOR
GOMIA U/G COAL BLOCK IN EAST BOKARO COAL FIELD,
JHARKHAND, UNDER MMTC COMMAND AREA

Ref:- Enq.no., dated

We herewith submit our BID in response and in full compliance to your enquiry to carry out the detailed Hydrogeological Investigations for the Gomia u/g Coal block in East Bokaro coal field for MMTC, in strict compliance to the provisions of the NIT under reference, for which the Price Bid of our firm is as follows:

.Price : Rate to be quoted along with Grand Total (both in Words & Numbers):

Sl. No.	Item description		Quoted price
A	Hydrogeological investigations in core and buffer zone and submission of Hydro Geological Report and Obtaining statutory approval from CGWA/State pollution control board on behalf of MMTC	Rs	
B	Construction of i.one test well of 300 meters of vertical drilling, reaming and lowering of 200mm dia plain/slotted casings;	Rs/mtr	
	ii. two observation wells of 300 meters each drilling, reaming and lowering of 100mm dia plain/slotted casings as per the indicated scope of work.	Rs/Mtr	
C	Total price for (A + B) above		

D	Total price in words		
---	----------------------	--	--

Note:

- (i) Bidders are requested to quote a consolidated rate for item no. A.
- (ii) For item no B (i) & B(ii), the rate shall be quoted for each meter of construction of test well/ observation well
- (iii) Commercial Evaluation will be done considering the total cost of the work i.e., cost towards item A plus the cost quoted for B(i) & B(ii)

Taxes and duties:

- i. Service Tax: _____
- ii. Work Contract Tax: _____
- iii. Any other tax: _____

- All prices shall be quoted in INR only and the payment shall also be done in INR only.
- Tenderers may quote their prices upto two decimals only.

Note:

1. The prices quoted for drilling in the designated coal block including site preparation activities.
2. Tenderer is required to compulsorily quote for each item but bid evaluation will be based on the total value arrived at as per Table above.
3. Service tax shall be quoted extra, which shall be reimbursable at applicable rates by MMTC.
4. The tenderer shall submit the detailed break-up of all taxes (except Service Tax and Income Tax) considered by him for arriving at the price quote. The price breakup may be provided as much detailed as possible. The tenderer shall indicate the applicable taxes extra as on the date of submission of bid. If the tenderer is silent regarding taxes applicable, it shall be deemed to have been already included in the quoted rates.
5. The quantities mentioned above are only tentative and subject to vary as per actual requirement, as per the provisions of the NIT. The total meterage indicated is likely to vary depending on the location of the site revealed during preliminary investigations. Actual requirement shall be assessed on the basis of Interim Hydro Geological Note. Payment shall be made at actual on pro-rata basis for meterage drilled.
6. The quoted rates are firm for the entire contract period including extended period, if any.
7. The tenderer shall consider Service Tax and/or Cenvat credit available, if any, while quoting his rates.

(Signature of the Authorised signatory of bidder).....

Name of the Authorised signatory of bidder

Name :
 Designation :
 (Office seal)

Address :

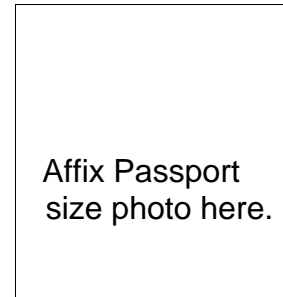
Fax :

Ph :

Mobile :Name of the Tenderer.....

ANNEXURE-D

PRO-FORMA FOR PERSONAL DETAILS



1. Name of the Company:

2. Address:

Permanent :

Local, if any :

3. Authorized representative :

4. Contact Nos.

Telephone. :

Cell :

E-mail :

Fax :

Signature of the representative

Signature of the Tenderer

.....Company)

ANNEXURE E

Declaration

I / we hereby solemnly declare that I / we have visited the site for Hydro geological Investigations and confirm that I am / we are aware of the entire local and statutory conditions and other information likely to influence or effect the Offer as per Enquiry No. -----
----- Dated -----

Postal Address:

Name:

Mobile / telephone No.:

Fax no.:

Signature of the Tenderer
(With Office Seal / Stamp)

**Format of Joint Operating Agreement
JOINT OPERATING AGREEMENT**

(To be submitted on a non-judicial stamp paper, of appropriate value in accordance with the Indian Stamp Act)

This Joint Operating Agreement (JOA) is executed on this day of among [.....] a company incorporated under the laws of [.....] and having its [registered office or Principal place of business] at [] (herein after called the "Operating Partner- 1", which Expression shall include its successors, executors and permitted assigns);

and

[.....] a company incorporated under the laws of [] and having its [registered office or principal place of business] at [] (hereinafter called the "Operating Partner - 2", which expression shall include its successors, executors and permitted assigns);

and

[.....] a company incorporated under the laws of [] and having its [registered office or principal place of business] at [] (hereinafter called the "Operating Partner - 3", which expression shall include its successors, executors and permitted assigns);

and

[.....] a company incorporated under the laws of [] and having its [registered office or principal place of business] at [] (hereinafter called the "Operating Partner - 4", which expression shall include its successors, executors and permitted assigns);

The Operating Partner – 1, Operating Partner -2 Operating Partner - 3 and Operating Partner - 4 are collectively referred to as the "Operating Partners".

The Tenderer and the Operating Partners are hereinafter referred to individually as Party and collectively as Parties.

WHEREAS

- A. [Name of the Tenderer], a company constituted under Companies Act and having its Registered office at [Name and address of the place] has been technically qualified and intends to submit its offer to The MMTC Company Limited (MMTC), for execution of work of Hydrogeological Investigation of Gomia UG Block in the state of Jharkhand.
- B. MMTC has invited offers from the Tenderers to execute a for execution of work of Hydrogeological Investigation of Gomia UG Block in the state of Jharkhand and has given the detailed description of the scope of work and the terms & conditions on which the Hydrogeological study has to be executed by entering into an agreement MMTC and the successful tenderer.
- C. [Name of the Tenderer] intends to submit its price proposal to MMTC.
- D. MMTC desired that if the tenderer is a Joint Venture of several parties, they shall enter into a Joint Operating Agreement (JOA) on the lines suggested by MMTC, in addition to and notwithstanding any other agreement(s) entered / to be entered among the parties of this JOA.

NOW THIS JOINT OPERATING AGREEMENT WITNESSESS AS FOLLOWS;

1. All the capitalized terms used herein unless the context otherwise requires shall have the same meaning as those ascribed to them in the agreement between MMTC & the Parties to this JOA which shall hereafter be referred as Agreement.

2. In consideration of MMTC agreeing to consider the offer of the Tenderer and entering into the contingent agreement with the Parties, inter-alia relying upon the collective strength and mutual support of the Parties, the Operating Partners hereby irrevocably and unconditionally agree and undertake to be jointly and severally bound and liable for any and all acts and omissions of the Tenderer in all the dealings with MMTC. For avoidance of doubt, it is clarified that:

a) Any service by MMTC of a notice pursuant to the Agreement shall be deemed to be serving of notice to the Operating Partners on several basis.

b) The Operating Partners hereby assume full responsibility and liability for the performance by the Tenderer of its obligations in accordance with and subject to the terms of PA read with this JOA.

c) The Operating Partners confirm that the Tenderer shall have authority to submit Earnest Money Deposit (EMD) of ₹..... (Indian Rupees only) along with submission of the offer.

d) The Tenderer and Operating Parties confirm that if the offer of the Tenderer shall be accepted by MMTC, the Agreement shall come into operation subject to and contingent upon the conclusion of contract between MMTC and [name of the Agency] and approval of the TPO by MMTC. The Parties shall not have a right to withdraw from the contractual obligations between MMTC and the Parties arising out of the Agreement after the date of submission of the offer and before the date on which MMTC & [Name of the Agency] conclude the Agreement.

e) Upon any default whatsoever by the Tenderer in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Project Agreement, MMTC may at any time as it deems fit and/or appropriate in its sole discretion, require the Operating Partners to hold MMTC harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses (including, without limitation, reasonable Attorneys' fees and expenses) suffered, incurred or paid by MMTC, as a result of, in connection with or arising out of such default.

f) The obligations of the Operating Partners or the rights of MMTC hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at anytime any dispute before any court (whether in India or abroad), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the JOA between the operating partners.

3. The Parties to this agreement shall be jointly and severally responsible for the execution of the works in accordance with the terms of Project Agreement and in the event that one of the Parties

a. withdraws from the joint venture; or

b. is adjudicated as insolvent / bankrupt, by a duly constituted judicial tribunal; or

c. goes into liquidation in accordance with the laws of the country of incorporation; or

d. otherwise ceases to exist; or

e. becomes legally incapable of continuing in the contract, then, the surviving parties shall be obliged to carryout and perform the obligations under the Project Agreement and shall be empowered to use all necessary facilities furnished by any Party to this JOA and shall be entitled to require, that any contract be assigned to them.

The Parties are jointly responsible and each of the Party is severally liable to MMTC for discharging all the obligations arising out of the Agreement and MMTC shall have a right to demand performance of all the obligations jointly by all the Parties and also severally by each one of the Parties. The Parties are jointly and severally responsible for compensating any loss caused to MMTC on account of any act or omission by any of the Parties to this JOA in performance of the Agreement.

4. The Operating Partners hereby irrevocably and unconditionally undertakes, agrees and acknowledges that their respective obligations hereunder:

- a) are irrevocable, absolute and unconditional, irrespective of the insolvency, bankruptcy, reorganization, dissolution, winding-up or liquidation or any change in the ownership of the Tenderer or any of the Parties or any purported assignment by the Tenderer or any of the Parties or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
- b) shall not be affected by the existence of or release or variation of any guarantee of or security for any of the obligations of the Tenderer or any of the Parties under the Project Agreement;
- c) shall not be affected by any failure by MMTC to pay or perform any of their obligations under the Project Agreement or any waiver of any of such obligations;
- d) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Tenderer or any of the Parties under the Agreement; and
- e) shall not be affected by any failure, omission or delay on the part of MMTC to enforce, assert or to exercise any right, power or remedy conferred on MMTC in this JOA or any such failure, omission or delay on the part of MMTC in connection with any obligation of the Tenderer or any of the Parties under the Project Agreement.

5. Each Party hereby represents and warrants that:

- a) it is duly organized and validly existing under the laws of the jurisdiction of their organization, with full power, authority and capability to enter into this JOA and to perform all acts and obligations contemplated herein;
- b) the signature and delivery of this JOA on its behalf and the exercise of its rights and performance of its obligations under this JOA have been duly authorized;
- c) this JOA has been duly signed and delivered by it and its obligations described in this JOA are legal, valid and binding obligations of such Party; and
- d) the execution and/or performance of this JOA:
 - (i) will not conflict with or violate any provision of any of its constitutional documents/charters or other organizational document;
 - (ii) will not require any notice to or filing with, or any approval of any Authority or the consent of any third party;
 - (iii) will not conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel or require any notice, consent or waiver under any contract or instrument to which such Party is a party or by which such Party is bound or to which any of such Party's assets are subject;
 - (iv) will not result in the creation or enforcement of any security interest upon any assets of the Tenderer;
 - (v) will not violate any applicable law or any order, writ, injunction, or decree applicable to it;

6. This JOA shall be construed and interpreted in accordance with the laws of India. In the event of any dispute or claim of any kind whatsoever that may arise between the Parties and MMTC as a result of construction, interpretation or application of any of the terms and conditions of this JOA, such dispute shall be settled in accordance with the provisions of the Agreement.

7. The Parties hereby acknowledge and agree that this JOA has been executed for the sole benefit of MMTC and for the specific purpose of ensuring that MMTC receives the benefits of the services of the Tenderer and the other Parties to this JOA under and in accordance with the Project Agreement. Accordingly, MMTC shall, notwithstanding anything contained herein, at all times have the right to enforce the performance by the Operating Partners of their obligations pursuant to this JOA read with the Agreement and the Operating Partners hereby irrevocably and unconditionally waive any defence, rights or protection that they may have in law, contract or otherwise in this regard.

8. None of the Operating Partners shall assign or delegate its rights, duties or obligations under this JOA and the Project Agreement in any manner whatsoever, except with prior written consent of MMTC.

9. The terms and conditions of this JOA shall not be amended or modified, except with prior written consent of MMTC.

10. This JOA shall have effect and shall be enforced notwithstanding anything contrary contained in any other agreement(s) entered or to be entered between Parties to this JOA.

11. The Tenderer and each of the Operating Partners have perused the draft Agreement supplied by MMTC. The Operating Partners hereby authorize the Tenderer represented by Srito sign the Agreement. The Parties shall be bound by the provisions of Project Agreement as if each Party has signed the same.

This JOA shall be prepared in two sets and one set duly signed by all the Parties to this JOA shall be handed over by the Tenderer MMTC. Upon receiving such set by MMTC it shall have the effect of MMTC being made a party to this JOA so far as the obligations of the Parties to this JOA towards MMTC and the rights of MMTC against the Parties to this JOA mentioned in the preceding paragraphs. IN WITNESS WHEREOF, the Parties have, through their authorized Representatives, executed these presents in two sets and affixed the common seals of the Parties wherever necessary on the day, month and year first mentioned above.

On behalf of the MMTC

Name:
Designation:
Seal of MMTC

On behalf of the Operating Partner- 1

Name:
Designation:
Common Seal of the Operating Partner - 1

On behalf of the Operating Partner - 2

Name:
Designation:
Common Seal of the Operating Partner - 2

On behalf of the Operating Partner - 3

Name:
Designation:
Common Seal of the Operating Partner - 3

On behalf of the Operating Partner - 4

Name:
Designation:
Common Seal of the Operating Partner – 4

ANNEXURE I

PHREATIC SURFACE IN THE BUFFER ZONE AREA

Well No.	Name of village	Location	Owner's name	Use of well	Dimensions (m)	Total depth (m)	Geology	Measuring point (m)	Season/ Year	Depth to water (m)	Nearest mine & dist. (km)
1	ABC	Land mark and Latitude, Longitudes & Surface Level (m above mean sea level)	XYZ	Domestic /Agriculture					Winter		
									Pre-monsoon		
									Monsoon		
									Post-monsoon		
2									Winter		
									Pre-monsoon		
									Monsoon		
									Post-monsoon		

Annexure-II

LAND USE DETAILS OF BUFFER ZONE AREA

Sl. No	Mandal/Village name	Geographical Area	Forest	Barren and uncultivable land	Land put to non agricultural uses	Culturable waste	Permanent pastures and other grazing lands	Misc. tree crops and groves not included in NAS	Other fallow lands	Current fallow lands	Fish ponds	Net area sown for the year
1												
2												
	Total in Acres/Hectares											

ANNEXURE III

**CROP WISE, VILLAGE WISE AND SOURCE WISE AGRICULTURE DETAILS FOR
KHARIF SEASON**

Sl. No.	Mandal/Village name	Surface water		Total Surface water crops	Ground water		Total Ground water crops	Un irrigated Crops		Total Un irrigated Crops	Total Irrigated (5+10)	Total Cultivated (Irrigated+ Un-irrigated (11+12))
		Crop A	Crop X		Crop A	Crop X		Crop A	Crop X			
1	2	3	4	5	6	7	8	9	10	11	12	13
1	xyz											
2	xyz	2										
	Total in Acres/Hectares											

ANNEXURE IV

**CROP WISE, VILLAGE WISE AND SOURCE WISE AGRICULTURE DETAILS FOR
RABI SEASON**

Sl. No.	Manda l/Village name	Surface water		Total Surface water crops	Ground water		Total Ground water crops	Un irrigated Crops		Total Un irrigate Crops	Total Irrigated (5+10)	Total Cultivated (Irrigated+ Un-irrigated (11+12))
		Crop A	Crop X		Crop A	Crop X		Crop A	Crop X			
1	2	3	4	5	6	7	8	9	10	11	12	13
1	xyz											
2	xyz											
	Total in Acres/Hectares											

ANNEXURE V

MONTHLY RAINFALL DATA FORMAT

Station: XYZ													
(in millimetres)													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2000													
2001													
--													
2013													
Mean													

ANNEXURE VI

WATER DEMAND - COMPETING USERS OF THE WATER SOURCE

Sl. No.	Usage	Present Consumption (m ³ /day)		Additional proposed as per local plan (m ³ /day)		Total (m ³ /day)	
		Surface	Ground	Surface	Ground	Surface	Ground
1	Domestic						
2	Irrigation						
3	Industry						
4	Mining						
5	Others (specify)						
Total							

ANNEXURE VII

MINE WISE PUMPING AND UTILISATION DETAILS WITHIN BUFFER ZONE

Sl No	Name of the mine	Total quantity of water (m ³ / day)				
		Pumped per day	Mine requirement	Domestic use	For plantation	let out into the streams
1						
2						
3						
	TOTAL					

ANNEXURE VIII

PROGRESS CHART

Elements		1 st month	2 nd month	3 rd month	4 th month	5 th month	6 ^h month	7 th month	8 th month	9 th month
Establishing base line data	Target									
	Actual									
Establishing observation wells and monitoring water levels	Target									
	Actual									
Interim Hydro-Geological Note (IHGN)	Target									
	Actual									
Construction of APT well field	Target									
	Actual									
Conducting APT	Target									
	Actual									
Draft Hydro-Geological Report (DHGR)	Target									
	Actual									
Final Hydro-Geological Report (FHGR)	Target									
	Actual									

CENTRAL GROUND WATER AUTHORITY.
(Constituted under section 3 (3) of the Environment (Protection) Act, 1986)

APPLICATION FOR PERMISSION TO DEWATER GROUNDWATER FOR MINING INDUSTRY

1	General Information	
2	Name of the Mine/project:	
3	Location details: (attach site plan, approved mining plan, toposketch of the surroundings 10 km radius out side)	
	Village/Town	
	Block/Mandal:	
	Tehsil/Taluka:	
	District:	
	State:	
4	Communication address:	
	i. Complete Postal Address	
	ii. Phone / Mobile No.	
	III. E-mail address:	
	iv. Fax No	
5	Salient features of the activity:	
6	Land use details of the surroundings (km 10 radius - outside)	
7	Land use details of the project area	
	Total land area: (sq m)	
	Rooftop area of buildings/sheds: (sq m)	
	Road/paved area: (sq m)	
	Green belt area: (sq m)	
	Open land: (sq m)	
	Ownership of the land: (Enclose documents of ownership/lease)	
8	Topography of the area:	
	(a) Regional	
	(b) Project area	
9	Drainage in the area (River/ nala, etc):	
	(a) Regional	
	(b) Project area	
10	Source of availability of surface water- furnish details	
11	Average Annual rainfall in the area: mm	
12	Townships/villages within 10 km radius of the project:	

13	Whether the groundwater table will be intersected by the activity-if so	
	(a) At what depth (m bgl)	Pre-monsoon Post-monsoon
	Minimum	
	Maximum	
	(b) Maximum depth proposed to dewater (m bgl)	
	(c) Groundwater flow direction (attach map)	
	(d) Any Other information	
14	Total Water Requirement for various purpose to be mentioned - use -wise	
15	Quantum of groundwater proposed to be pumped out from mine	M ³ /day M ³ /year
	a. Type of structure (TW/BW/DW/DCB/etc.)	
	b. Dimension of Structure	
	c. Number of pumps proposed to installed	
	d. HP of the pumps	
	e. Operational hours/day	
	f. Operational days/year	
16	Proposed utilization of pumped water (please attach details)	
	a. Water Supply	
	b. Agriculture	
	c. Green belt development	
	d. Suppression of dust	
	e. Recharge	
	f. Any other item 1. 2. 3.	
17	Monitoring of groundwater regime (attach map and details)	
	a. Location details of the wells /Piezometers (Latitude, Longitude, Reduced Level)	
	b. Number of wells/ Piezometers monitored at present	
	c. Attach details of GW level of Observation wells/ Piezometers (at least for One Year)	
	d. Number of wells/ Piezometers proposed to monitor	
	e. Number of Piezometers proposed to construct in the surroundings	
	f. General Quality of GW in the area & surroundings (attach reports)	
	g. Any other item	

18. Whether it is proposed to pump/ pumping groundwater outside the mine pit for domestic or other uses (if so; give details)

Details of existing and/or proposed groundwater abstraction structures:

Particulars	Existing structure	Proposed structure
Number of structure		
Type of structure (dug well, tube well, bore well, dug cum bore well)		
Year of construction		
Depth (meter)		
Diameter (mm)		
Depth to water level (meters below ground level)		
Discharge (m ³ /hour)		
Operational hours/day		
Operational days/year		
Mode of lift and Horse Power of pump		
Whether fitted with water meter or not		
Whether permission/ registered with CGWA, if so details thereof		

19. Groundwater availability report (please enclose a comprehensive report/note on groundwater condition and groundwater quality in and around 5 km of the area)

20. Details of rainwater harvesting and artificial recharge measures for groundwater recharge in the area. If the firm has proposed to take up rainwater harvesting and recharge outside the premises, then provide NOC from the concern authority/agency where the harvesting measures are proposed, if already implemented, details may be furnished. (Attach report on comprehensive & feasible Rainwater harvesting/recharge proposal).

21. Attach copy of referral letter seeking NOC from CGWA from authorized Central /State agencies

22. Have you applied earlier for the same purpose with CGWA/SGWA, if so, give details thereof with status:

Undertaking

It is to certify that the details and information furnished above are true to the best of my knowledge and belief and I am aware that if any part of the data/information submitted is found to be false or misleading at any stage the application will be rejected out rightly.

Name & Signature of the applicant*
(With official seal)

Date:

Place:

- In case signed by any authorized signatory, the details of the signatory with the authorization shall be enclosed.
- Application Proforma is subject to modification from time to time.
- *Application in duplicate should be submitted either to the Member Secretary, Central Ground Water Authority, West Block 2, Wing 3, R K Puram, Sector 1, New Delhi 110066 or to the Regional Director, Central Ground Water Board of concerned State.*
 - Incomplete/ partially filled applications would be rejected summarily.