



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

**Monitoring of Environmental Parameters
at
Jhamarkotra, Udaipur (Rajasthan)**

e- Tender No. RSM/CO/GGM(Cont)/Cont-07/2015-16 dated 27.07.2015

***Issued by
General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001***

Cost of Non Transferable Tender Document (including VAT) : Rs 570/-

Date of downloading of Tender : From 29.07.2015 to 25.08.2015 up to 1:00 PM

Last Date of Online Submission of Tender: 25.08.2015 up to 3:00PM

Date of Opening of Techno-commercial Part (Part I): 26.08.2015 at 3:30 PM

Registered Office:

C-89 Jan path Lal Kothi Scheme,
Jaipur –302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg,
Udaipur - 313 001
Phone : 0294-2428763-67,
fax 0294-2428768,2428739

SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines,
Post: Jhamarkotra - 313015, UDAIPUR
Phone: 0294-2342441-45FAX: 0294-
2342444



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office: 4, Meera Marg, Udaipur (Raj)
Phone: 0294-2803519, 2428763-67, 2428792; Fax 0294-2428768, 2428739

Ref. No:-RSMM/CO / GGM (Cont)/Cont- 07/2015-16

Dated: 27.07.2015

e-DETAILED NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies

Brief Description	Approximate Qty.	Contract Period	EMD (Rs)
Monitoring of Ambient Air, Water, Noise, Stack Monitoring, Meteorological data & Dust Fall at regular interval for all the four seasons in compliance of statutory requirement & submission of detailed report thereof.	370 samples per annum & submission of 1st & 3rd quarterly & 1st & 3rd Half yearly monitoring reports.	Three years	17,000/-
Cost of tender document Rs.570/- is (Inclusive of VAT) by Cash / Demand Draft / Pay Order / Banker's Cheque in favour of "RSMM Ltd." Payable at Udaipur			
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 29.07.2015 to 25.08.2015 up to 1:00 pm,		
Last Date & Time of online Submission of offer	Dated 25.08.2015 up to 3:00pm		
Date of opening of Techno Commercial offer	Dated 26.08.2015 at 3:30 pm at C. O. Udaipur		

PRE-QUALIFYING CRITERIA:

The tenderer should fulfill following pre-qualifying criteria:-

- The tenderer should have minimum turnover of **Rs.2.125 Lac** in any one of the immediate preceding four financial years i. e. 2011-12, 2012-13, 2013-14 and 2014-15.
- The tenderer should have valid NABL certificate of Accreditation and acquired empanelment with RSPCB/CPCB/ under Air & Water Act and authorized by MoEF & CC.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender form. The tender fees & processing fees shall not be refunded in any case.

The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors", "information about DSC", FAQs & the bidder manual kid" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The upload bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document e-Tendering processing fee & EMD & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per the criteria laid down in tender & Only such pre-qualified tenderers will be informed about the opening of Price Bid.

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender (date of the NIT shall be considered as the date of issuance of NIT). It is to be noted that the experience and turnover of the tenderer shall only be considered.

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspensions/banned period.

Offers furnished through E-mail, Fax, Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/postal delay, non-receipt of tenders. It also reserves the right to accept/reject/cancel any or all tenders without assigning any reason whatsoever.

General Manager (Contract)

Note: The tenderer are advised to keep visiting our website till due date /extended due date of tender for corrigendum /addendum if any, to the tender.

Section-2
Definitions, Interpretations

2.1 Definition of Terms:

In the following paragraphs of this tender document, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required;

- 2.1.1 **"RSMML" or "Company" or "Employer"** means "Rajasthan State Mines & Minerals Limited," a government of Rajasthan Enterprise incorporated under the company Act, 1956 having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan), including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.2 **"Appointing Authority"** wherever the expression is used shall mean the Managing Director or any other person so designated by the company.
- 2.1.3 **"Group General Manager"** shall mean the Group General Manager of Rajasthan State Mines and Minerals Limited so designated for SBU&PC Rock Phosphate Mine Jhamarkotra of RSMML or his successors in office so designated by the company. "Group General Manager" shall mean the Group General Manager of Rajasthan State Mines and Minerals Limited so designated for SBU&PC Rock Phosphate Mine Jhamarkotra of RSMML or his successors in office so designated by the company.
- 2.1.4 **"Agent"** shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.5 **"Nodal Officer"** shall mean the Agent of SBU&PC-RP Jhamarkotra Mines for Environment Cell.
- 2.1.6 **"Mines Manager"** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.7 **"Engineer-In-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the company and shall include those who are expressly authorized by him to act for and his behalf for operation of this contract.
- 2.1.8 **"NIT"** means all documents forming part of this "Tender Notice".
- 2.1.9 **"Contract Documents"** means collectively the Tender Documents, Designs, Drawings, Specifications, Schedule of Quantities & Rates, Letter of Acceptance & agreed variations if any, and other documents constituting the tender and acceptance thereof.
- 2.1.10 **"Tender"** shall mean the proposal along with supporting documents submitted by the contractor against this inquiry for consideration by the Company.
- 2.1.11 **"Contract Rate" or "Schedule Rate" or "Tendered Rate" or "Rate of remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the contractor for execution /performance of all contractual obligations of contract.
- 2.1.12 **"Value of Contract" or "Total Contract Value"** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender & /or the contract rates as payable to the contractor for the entire execution & full completion of the work.
- 2.1.13 **"Contract"** shall mean the agreement between the Company and the Contractor, for execution of the work/s, including therein all documents such as, invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram /telex/fax/email awarding the work, agreed variations, if any etc.
- 2.1.14 **"Contractor"** means the person or the persons, firm or company or corporation whose tender has been accepted by the company and includes contractor's legal representatives, his successors and permitted assigns.

- 2.1.15 **“Letter of Acceptance”** shall mean intimation by a letter/E-mail/fax to tenderer(s) that his/its tender has been accepted in accordance with the provision contained in the letter/ E-mail/fax.
- 2.1.16 **“Commencement of Work”** shall mean start of work by collection of samples by the contractor as per contract terms to the satisfaction of the Engineer-in-Charge/Officer-in-Charge.
- 2.1.17 **“Period of liability”** in relation to work means the specified period from the date of issue of completion certificate, up to the date of issue of final certificate, during which the Contractor stands responsible for rectifying all defects, that may appear in the execution of contract work/s to the satisfaction of the company.
- 2.1.18 **“Notice”** or **“Notice in writing”** or **“Written Notice”** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressed) by registered post to the last known private or business address or registered/head/local office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 2.1.19 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-In-Charge when the works have been completed entirely in accordance with contract document to his satisfaction.
- 2.1.20 **“Statutory Obligations(s)”** would include the entire obligations, which are to be complied with, as per the provisions of various existing legislation’s applicable to mine/working areas.
- 2.1.21 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.22 **“Prescribed”** means prescribed by rules made under the Act by the Central Government or, as the case may be, the State Government.
- 2.1.23 **“Accredited Representative of Contractor”** means a person duly authorized by the Contractor to receive information and instructions from the company for the project.
- 2.1.24 **“Air Pollutant”** means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- 2.1.25 **“Air Pollution”** means the presence in the atmosphere of any air pollutant.
- 2.1.26 **“Emission”** means any solid or liquid or gaseous substance coming out of any chimney, duct or flue or any other outlet.
- 2.1.27 **“Environment”** includes water, air noise and land & the inter relationship, which exists among and between water, air, land, human beings, other living creatures, plants, microorganism & property.
- 2.1.28 **“Environment Pollution”** means the presence in the environment of any environment pollutant.
- 2.1.29 **“Environment Pollutant”** means any solid, liquid or gaseous substance present in such concentration as may be, or tend to be, injurious to environment.
- 2.1.30 **“Sewage Effluent”** means affluent from any sewerage system or sewage disposal works and includes sludge from open drains.
- 2.1.31 **“Trade Effluent”** includes any liquid, gaseous or solid substance, which is discharged from any premises used for carrying on any (industry, operation or process, or treatment and disposal system), other than domestic sewage.
- 2.1.32 **“Hazardous Substance”** means any substance or preparation, which, by reason of its chemical or physico-chemical properties or handling, is liable to cause harm to human being, other living creatures, plant, micro organism, property or the environment.
- 2.1.33 **“Stack Chimney”** includes any structure with an opening or outlet from or through which any air pollutant may be emitted.
- 2.1.34 **“Handling”**, in relation to any substance, means the manufacture, processing, treatment, package, storage, transportation, use, collection, destruction, conversion, offering for sale, transfer or the like of such substance.
- 2.1.35 **“Industrial Plant”** means any plant used for any industrial or trade purpose and emitting any air pollutant into the atmosphere.
- 2.1.36 **“Monitoring Reports”** means a detailed Environmental status report of a particular season consisting of Ambient Air, Fugitive Emission, Stack, Dust fall, Noise Level, Drinking &

- Waste Water Quality and Meteorological data alongwith Methodology adopted, Environmental Pollution, Remedial measures and Management Plan.
- 2.1.37 **“Water Pollution”** means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- 2.1.38 **“Work”** shall mean & include all items & things to be supplied /done & services & activities to be performed by the contractor in pursuant to & in accordance with contract or part thereof as the case may be & shall include all extra ,additional, altered or substituted works as required for purpose of the contract.

2.2 **INTERPRETATIONS:**

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.9 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

Section-3

INSTRUCTIONS TO THE TENDERER

INSTRUCTIONS TO TENDERER & GENERAL CONDITIONS:

- 3.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- 3.2 The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors", "information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at web site. The complete bid document has been published on the web site <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document e-Tendering processing fee.
- 3.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading & also signed digitally by the designated authorized representative of the bidder.
- 3.4 A scanned copy of EMD, e-Tendering processing fee & cost of tender document must be enclosed along with the technical bid proposal failing which the bid will be summarily rejected.
- 3.5 The demand draft towards the cost of tender document fees, earnest money deposit & processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate office, Udaipur. This envelope should be marked with NIT number & work, name & address of the contractor; telephone no. etc. is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate office, Udaipur on or before the date & time as mentioned in the notice inviting tender. The company shall not be responsible for any postal delay. In case of non receipt of the same prior to the time of scheduled submission of the tender, the offer of the tenderer shall be rejected.
- 3.6 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy himself in all respects before the submission of offer.
- 3.7 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carry out of the works at the scheduled rates & to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature & magnitude of the works & requirement of the materials, equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc & as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation facilities, probable sites for

labour accommodation & store go-downs etc & all other factors involved in the execution of works.

- 3.8 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

TENDER PROCEDURE:

- 3.9 (i) e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- (ii) The prospective bidders should register themselves in the e-tender portal & submit the bid electronically through the e-tender portal.
- (iii) The bidders are requested to download the e-tender help manual & user manuals from the portal for reference.
- (iv) It is mandatory for the bidders to possess a valid Digital Signature Certificate to complete the e-tender Bid process as per the provision of Government of India IT Act.
- (v) The technical bid form & price bid form will be available in prescribed format for down loading. The registered bidders can log into the e-Tender system & download the bid forms.
- (vi) The bid form should be filled & submit using the Digital Signature Certificate. The supporting documents as required in support of tender should be scanned & uploaded in the e-Tender system.
- (vii) The bid form should not be changed or altered or tampered by the bidder. If the bid form is found tampered, the bids will be summarily rejected.

TENDER DOCUMENT FEES:

- 3.10 The tender document fees as mentioned in The NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

e-TENDERING PROCESSING CHARGES:

- 3.11 For each & every bid submitted, a non-refundable processing charge Rs.500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at Jaipur. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date & time of submission of the tender.

ONE BID PER TENDERER:

- 3.12 Each tenderer shall submit only one tender, either individually or as a partnership firm or a private/public limited company or a co-operative society.

COST OF BIDDING:

- 3.13 The tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

- 3.14 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorized him/her to sign on behalf of tenderer before submission of the tender.
- 3.15 Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.16 Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.17 Tenderers in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- 3.18 The company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

- 3.19 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.20 The company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.21 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/CORRIGENDA:

- 3.22 Addenda/corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.23 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

CURRENCIES OF THE BID AND PAYMENT:

- 3.24 The unit rates and prices shall be quoted by the tenderer entirely in Indian Rupees.

SUBMISSION OF TENDERS:

- 3.25 The tenders shall be submitted online as prescribed above in the tender document. The "Techno-commercial Bid" should contain the following;
- i) Power of Attorney in favour of the authorized representative signing the tender, as required.
 - ii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be. In case the tenderer/contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
 - iii) Copy of PAN Card (Income Tax Number).
 - iv) Attested copy of the Audited/CA Certified Balance Sheet for the financial years prescribed in the tender conditions in support of the turnover.
 - v) Copy of valid NABL certificate of Accreditation and acquired empanelment with RSPCB/CPCB/ under Air & Water Act and authorized by MoEF & CC.
 - vi) Undertaking that no condition is mentioned in Part II 'Price Bid' and conformation to the effect that the price quoted in Part II 'Price Bid' of the tender will be firm during contract period except variation in rate of service tax. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
 - vii) "Exceptions and deviations statement" to be submitted by the tenderer in Form-7 enclosed.
 - viii) Provident Fund Account Number of establishment and its effective date or undertaking as per Annexure "A".
 - ix) Duly filled form 1,2,3,4,5,6, Annexure A, C, & E of tender document.
- 3.26 Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the contract if the required attested documents/ attested copies of documents are not submitted along with the techno- commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

PART II 'PRICE BID':

- 3.27 The 'Price Bid' shall be submitted on line in the prescribed BOQ format only. It is suggested to the tenderer carefully the instructions mentioned in the Performa at Form-8 / BOQ for quoting the price offer.
- 3.28 The rates are to be quoted in Rupees as per the price format.
- 3.29 While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

DEADLINE FOR SUBMISSION OF BIDS:

- 3.30 The company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the company and of the tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS/DELAYED BIDS:

- 3.31 No bid will be accepted by the company after the deadline prescribed in NIT due to any reason whatsoever.

OPENING OF THE TENDER:

- 3.32 The Techno-Commercial Bid) of the offer will be opened as per NIT
- 3.33 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

EXCEPTIONS AND DEVIATIONS:

- 3.34 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case, it is absolutely unavoidable to deviate from tender conditions, then the tenderers should mention the deviations at their risk of rejection only in the 'Form-7'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY DEPOSIT (EMD):

- 3.35 The tenderer must pay Earnest Money/Bid Security as per detailed out in NIT in the form of Crossed Demand Draft/Banker's Cheque (having validity of three months) in favour of RSMML and drawn on any Nationalized/Scheduled Bank at Udaipur and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids (or disqualified bidders) will be refunded at the earliest. The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded after issuance of LOA to successful tenderer and its acceptance by him. The earnest money deposited by the successful tenderer will be refunded after submission of SD if it in form of BG, if EMD in the form of cash then it will be appropriate towards a part of SD but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.36 The earnest money of a tenderer shall be forfeited in the following cases;
- i) If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.
 - ii) If the tenderer does not submit the prescribed Bank Guarantee (BG) &/ or DD as security deposit within one month of the date of work order/LOA issued in favour of tenderer.

- iii) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

VALIDITY:

- 3.37 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the bid period of 120 days or in extended period, cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for further evaluation.
- 3.38 In exceptional circumstances, prior to expiry of the original time limit, the company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.39 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid;
- i) Meets the eligibility criteria;
 - ii) Has been properly signed, dated & sealed;
 - iii) Is accompanied by the required securities; and
 - iv) Is substantially responsive to the requirements of the bidding documents.
- 3.40 A substantially responsive bid is one, which confirms to all the terms, conditions, and pacification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
- i) Which affects in any substantial way the scope, quality or performance of the work; and /or
 - ii) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and /or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids?

EVALUATION OF TECHNO-COMMERCIAL BID:

- 3.41 The techno-commercial bids of substantially responsive tenderer will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.42 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.

- 3.43 The tenderer shall be prepared to furnish clarification/information and attend meetings /discussion as required by the company from time to time.
- 3.44 Price bid (Part-II) only of Techno-Commercially accepted tenders shall only be opened.

NEGOTIATIONS:

- 3.45 Negotiation will be conducted with the lowest tenderer only. In case of non-satisfactory achievement in rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer & if is not accepted, RSMML may decide to reject & re-invite fresh tender or to make the same counter offer first to the second lowest tenderer, then to the third lowest tenderer & so on in the order of initial bidding & work order be awarded to the tenderer who accepts the counter offer.
- 3.46 In the case, when the quotations given by the tenderer during negotiation is higher than the original quotation of the tenderer, then the tenderer will be bound by the lower rate originally quoted by the tenderer?
- 3.47 In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/ amend the submitted tender deviations & rates offered by them.

CORRECTION OF ERRORS:

- 3.48 Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - b) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.49 The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

PROCESS TO BE CONFIDENTIAL:

- 3.50 Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.
- 3.51 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 3.52 The tenderer, whose bid has been accepted, will be notified of the award by the company, through postal communication or through facsimile confirmed by registered letter/speed post/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance”) will state the sum unit that the company will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (hereinafter and in the Contract called “the Contract Price”).
- 3.53 The notification of award will constitute the formation of contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

INTERFERENCE WITH PROCUREMENT PROCESS:

- 3.54 In case the bidder;
- i) Withdraws from the procurement process after opening of financial bid
 - ii) Withdraws from the procurement process after being declared the successful bidder
 - iii) Fails to enter procurement contract after being declared the successful bidder
 - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder without valid ground.
- shall, in addition to the recourse available in the bidding documents or the contract be punished under RTTP Act with fine which may extent to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

SIGNING OF THE CONTRACT AGREEMENT:

- 3.55 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 3.56 The contract agreement shall consist of (1) an agreement on non-judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

RIGHTS OF COMPANY:

- 3.57 The Company reserves the right;
- i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
 - iv) Not to carry out any part of work.
 - v) To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.58 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the RSMML’s action.

REFUSAL / FAILURE:

- 3.59 In the event the tenderer, after the issue of communication of acceptance of tender by the company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and willful breach of contract, and in such an event the company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

Section-4

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT:

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In charge whose decision shall be final and binding.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT (SD):

- 4.4 The successful tenderer shall furnish a Security Deposit @ 10 % of the contract value. The total contract value will be calculated on the basis of remuneration payable to the contractor for the total period of contract.
- 4.5 The successful tenderer shall furnished a security deposit (SD) as above through Demand Draft / Banker's Cheque/Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from any PSU Bank (Except SBI/ICICI/Axis/HDFC Bank having its branch at Udaipur. On non-judicial stamp paper equivalent of 0.1% of BG value subject to minimum of Rs. 200/-, whichever his higher. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.6 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 4.7 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the company, should the contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the company. In case of premature termination of the contract, due to fault of the contractor, the Security Deposit will be forfeited and the company will be at liberty to recover the loss suffered by it from the contractor.
- 4.8 The company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.9 All compensation or other sums of money payable by the contractor to the company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the contractor from the company on any account and in the event of the such amount being insufficient, the contractor shall within ten days of such shortfall

make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the company on demand any balance remaining due.
- 4.11 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.12 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The company may recover the same by way of additional deductions from bills.
- 4.13 No interest is payable on S.D. amount.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

PROVIDENT FUND (PF):

- 4.15 The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.16 The contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.17 The tender who are not coming under the preview of EPF and MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act, may deposit amount of PF deducted from salaries of the labours/employees and employers contribution with PF Trust of RSMML along with **1.10%** administrative charges. An affidavit as per Annexure for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno- Commercial (Part-1) of the offer.
- 4.18 However, each running/ final account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labours/employees and employer's contribution, amount deposited in RPFC Office/Trust against each labour name and copy of the challans for the amount deposited in RPFC Office/Trust till previous month, failing which no payment will be made for running account bill submitted by the contractor to the Engineer-In-Charge.

SUB-LETING OF WORK:

- 4.19 The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

DRAWINGS AND SPECIFICATIONS:

- 4.20 Wherever it is mentioned in specifications /drawing/other documents or instructions that the contractor shall perform certain work and/or provide certain facilities, it is understood that the contractor shall do so at his own cost.

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/ EMPLOYEES:

- 4.21 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract **through bank.**
- 4.22 The contractor shall be liable for payment of the minimum wages rate as per the notification issued from time to time by the office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India, New Delhi.
- 4.23 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.24 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

STATUTORY OBLIGATION:

- 4.25 The contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes including service tax payable at present by the Central or State Government authorities, for execution of the works under the contract. The prevailing rate of Service tax is @14.00%. The contractor shall strictly adhere to compliance all the provisions of RTPP Act, 2012 & rules made there under. The contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the contractor further agrees to comply and to secure the compliances by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and Local laws and regulations and requirements of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities including Directorate General of Mines Safety, Ministry of Environment and Forest, State Pollution Control Board & Indian Bureau of Mines etc or any other Civil or tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.26 All taxes/duties/levies as are applicable including service tax should be taken into consideration while making the offer. Ignorance in it, shall not qualify for any additional payment. RSMML will reimburse / recover at actual any taxes/duties/levies which are imposed /increased/withdrawn /decreased after the date of submission of offer & are directly applicable to this contract & payable of the contractor /recoverable by RSMML & determined on the basis of bills raised by him upon the company if applicable, subject to furnishing of documentary proof.

- 4.27 The company shall fully entitle to deduct income tax & / or any other taxes /levied at sources as per rules & instructions as may be applicable for this purpose from time to time.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.28 In any case in which any of the powers conferred upon the company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall be exercisable in the event of any further case of default by the contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the contractor for past and future compensation shall remain unaffected.
- 4.29 In the event the company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises(within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition, the Engineer-In-Charge may remove them at the contractor's expenses or sale them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.30 The contractor shall have no claim against the company for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of the company to carry out any or all the provisions of the contract for any reason whatsoever. The company's decision in the matter shall be final and binding on the contractor.

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

- 4.31 The contractor have no claim, whatsoever against the company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the company or for security or for any other reason/s. The company's decision in this regard shall be final and binding on the contractor.

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

- 4.32 If at any time after the commencement of the work, the company shall, for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

DISCREPANCIES BETWEEN INSTRUCTIONS:

- 4.33 Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the contractor's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

INSPECTION OF WORKS:

- 4.34 The Engineer-in-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the contractor shall afford or procure for the Engineer-in-Charge/Engineer every facility and assistance, to carry out such inspections. The contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself/itself.

ASSISTANCE TO THE ENGINEERS:

- 4.35 The contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the contractor for the purpose of setting out and taking measurements of works.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- 4.36 The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the contractor with his/their best skill, attention and supervision.. The contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

POWER OF ENTRY:

- 4.37 During execution of contract, if in the opinion of Engineer In charge, it is found that:
- i) Contractor has failed to execute the contract in conformity with contract document or
 - ii) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer in- charge or
 - iii) Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge or
 - iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
 - v) Contractor has abandoned the works, or
 - vi) Contractor during the continuance of the contract has becomes bankrupt.

- 4.38 Then in any of such events, the company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the contractor's permission to continue to execute plant by his agents. The company shall then be free to take appropriate action against the contractor as per provisions of contract.

COMPANY MAY DO PART OF WORK:

- 4.39 Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc, on such parts of the work, as the company may decide/designate or also engage another contractor to carry out the work at the risk and cost of the contractor.
- 4.40 In such cases, the company shall deduct from the amount due or which otherwise might become due to the contractor, the cost of such work and materials etc, plus 15 % additional charges thereon to cover all departmental charges/expenses and the contractor shall be bound by such decision of the company.

POWER TO ORDER SUSPENSION OF WORK:

- 4.41 The company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the company to so proceed. In the event of suspension exceeding three days the company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the company in the matter shall be final and binding on the contractor. The contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the contractor without prior knowledge and approval of the company. If the contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

- 4.42 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the contractor, the company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the company may pay and discharge the same by and payable to the contractor. If any lien or claim remains unsettled after all payments due to the contractor are appropriated on the account, the contractor shall refund or pay to the company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

CHANGE IN CONSTITUTION:

- 4.43 The contractor shall inform the company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.

IF THE CONTRACTOR DIES:

- 4.44 Without prejudice to any of the rights or remedies under the contract if any of the partners of the contractor dies, the death of any partner shall not affect the rights of the company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the company.

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.45 The contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and rules/bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required.
- 4.46 It will be the sole responsibility of the contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various statutory authorities concerned. In case of default by the contractor in making statutory payments in time, the company reserves the right to deduct necessary amount from the contractor's bills towards such payments without prejudice to the rights & remedies of the company.
- 4.47 The contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.48 All persons other than his regular employees engaged by the contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration of employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the contractor to them.
- 4.49 The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices. The contractor shall be required to ensure vocational training as well as initial medical examination to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966 & Mines Rules, 1955 respectively.

COMPENSATION AND LIABILITY:

- 4.50 Insurance shall be made by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor's insurance.
- 4.51 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the contractor shall be bound by such decisions of the Engineer-in-charge.

- 4.52 The company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the contractor shall indemnify and keep indemnified the company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.53 Besides the liabilities of the contractor under the “Workman’s Compensation Act”, Fatal Accident Act, Mines. Vocational Training Act, “Mines Act” the shall also apply to the contractor.
- 4.54 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The contractor shall indemnify the company, against all claims/compensation, loss or damage sustained by the company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of Workman’s Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE MAJEURE:

- 4.55 Neither the contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to lock-outs, notice/s from any statutory authorities from the State &/or Central Government, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/boxes at railway siding, non-availability of mineral at mines/railway siding and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power Cuts/Partial Power Failure/Interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract?

SERVICE OF NOTICE ON CONTRACTOR:

- 4.56 Any notice hereunder may be served on the contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the contractor. Proof of issue of any such notices shall be conclusive of the fact that the contractor having been duly informed of all contents therein. The contractor

shall furnish to the company, the name, designation and addresses of his/its authorized agent at the work site and at (Udaipur).

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE:

- 4.57 Notice and communication addressed to the company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- a) In the case of the company, if dispatched by registered AD/Speed Post to the Company's Group General Manager SBU & PC- Rock Phosphate and copy to authorized representative at Jhamarkotra Mines, and
 - b) In the case of the Engineer In Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
 - c) Notice and communication addressed to the company shall be valid only if duly signed by the contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.58 If the contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the company in its option, by written notice to the contractor;
- a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the company may on its part, may take over the work remaining incomplete by the contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - b) Without determining the contract, to take over the work of the contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the company and/or through any other agency over and above the remuneration payable under the contract.
- 4.59 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the contractor if any opportunity is given to him to do so, the company may, by notice, in writing, call upon the contractor to cure the default within such time as may be specified in the notice.
- 4.60 In the event of the company proceeding in the manner herein above prescribed;
- a) The whole of the Security Deposit furnished by the contractor or retained by the company shall be liable to be forfeited, without prejudice to the right of the company to recover from the contractor, the excess cost referred to aforesaid. The company shall also have the right to take possession of the sites for completing the work or any

part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the contractor, as may be deployed/used for the work,

- b) The money that may have become due to the contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the contractor and shall be subject to deduction of all amounts due from the company to the contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the company.
- 4.61 The company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the company to give any prior notice to the contractor.
- 4.62 Termination of the contract as aforesaid shall not prejudice or affect the rights of the company which may have accrued up to the date of such termination.

DISPUTE, JURISDICTION:

- 4.63 The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of the company shall be final and binding.
- 4.64 No courts other than the courts located at Udaipur Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.65 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

APPEALS:

- 4.66 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second Appellate Authority within a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feels aggrieved on the form no.1 (see rule 83) – Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

Section-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 APPLICABILITY:

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc.

5.3 LOCATION AND ACCESSIBILITY OF SITE:

The Jhamarkotra mine is about 25 Kms South-East of the Udaipur city & located near village Jhamarkotra, tehsil Girwa in Udaipur District, (Rajasthan). The lease area of mines lies in the survey of India Toposheet 45H/15 between latitude 24°27'30" to 24°29'30" North & longitude 73°49'to 73°52'East & cover an area of about 18.44 Sq. Kms. Deposit is situated on a range of hills rising to a maximum height of 620m above MSL. The area is served by nearest two railway station viz. Kharwa Chanda (South-West – 10Kms.) & Umra (North West – 12 Kms.). Both the stations are situated on the Udaipur – Ahmadabad meter gauge section of the Western Railways. It is also connected by a tarred road to Umra where as Kharwa Chanda is connected by metalled road. Jhamarkotra can also be reached from Udaipur Airport (42 Kms.) on Bombay-Delhi air route.

5.4 CLIMATE:

The climate is semi arid with temperature varying from 15 degree centigrade in January to 32° in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 44 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average annual rainfall is 650 - 750 mm mostly restricted to 4 months of June to September. Occasional scanty precipitation may be there during winter season.

5.5 PRE-QUALIFYING CRITERIA:

- a) The tenderer should fulfill following pre-qualifying criteria;
 - i) The tenderer should have minimum turnover of **Rs.2.125 Lac** in any one of the immediate preceding four financial years i. e. 2011-12, 2012-13, 2013-14 and 2014-15.
 - ii) The tenderer should have valid NABL certificate of Accreditation and acquired empanelment with RSPCB/CPCB/ under Air &Water Act and authorized by MoEF &CC.
- b) Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. The tender fees & processing fees shall not be refunded in any case.
- c) The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at web site <https://eproc.rajasthan.gov.in> for the purpose of downloading.

- d) The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document e-Tendering processing fee & EMD & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.
- e) The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.
- f) The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per the criteria laid down in tender & Only such pre-qualified tenderers will be informed about the opening of Price Bid.
- g) The tender shall be pre-qualified on the basis of documents furnished along with Techno-Commercial bid in support of above. The decision of the company will be final and binding in this regard. The tenderer will be pre-qualified on the above criteria on the basis of documents furnished by them. Only such pre-qualified tenderers will be informed about the opening of price bid. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.
- h) In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender. It is to be noted that, the experience & turnover of the tenderer shall not be considered.
- i) The tenderer who have earlier been awarded contract by the company for any job & which they have abandoned or he contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender.
- j) The company reserves the right to accept or reject any or all offers without assigning any reason.
- k) Also the company does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/ Telex/E-mail shall not be accepted.

5.6 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1:

Price bid of Techno-commercial qualified bidder shall only be opened. The lowest quoted rate offered in Performa of price bid in Form-8/BOQ (in online format) shall only be the criteria for deciding lowest tenderer.

5.7 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK:

Following details are required to be furnished by the successful tenderer to the Engineer-in-Charge at the time of commencement of work at mines;

- i) Attested copy of Letter of Acceptance/ DLOA for the work.
- ii) Details of the personnel who will be engaged for execution of the work.
- iii) List of the equipment/machinery etc. along with its technical specification.
- iv) Any other details as required by the company.

5.8 CONTRACTOR'S QUALIFIED STAFF:

The contractor shall strictly have to depute qualified persons as given below;

- i) One qualified overall supervisor/In-charge having at least Master Degree in Environmental Science.

- ii) Qualified Supervisors during the sample collections / monitoring.

5.9 WORK SCHEDULE AND DAILY REPORT:

Contractor shall submit the schedule of environmental monitoring of each season in advance to EIC and the contractor shall furnish the statement of work done by him in the form of report(s), in the format prescribed by the Engineer-In-Charge at specified intervals by the company, to the Engineer-In-Charge or to his authorized representative

5.10 OTHER RESPONSIBILITIES OF CONTRACTOR:

- a) The Contractor shall obtain comprehensive or any other better insurance policy covering all risks such as accidents, injuries & death likely to be caused to his workers or to a third person including loss to the properties of the company or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly & without any delay. The contractor shall make available attested copy of valid insurance policy to the officer in Charge before commencement of the work.
- b) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount etc. to the person injured /next kith & kin of the deceased. Contractor shall indemnify RSMML from such liabilities.
- c) The contractor shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representatives. The contractor shall also be responsible for obtaining the gate passes from security in respect of all their personnel.
- d) The contractor shall be required to obtain labour license from Assistant Labour Commissioner (Central) Ajmer, if he engaged 20 or more workmen/labours.
- e) The contractor shall pay the wages to the workers latest by 7th of the subsequent month at the rate as per the Minimum Wages Act & as notified by the Regional/Assistant Labour Commissioner (Central),Ajmer from time to time, in the presence of authorized representative of the Principle Employer i. e. Engineer-In-Charge(EIC).The Engineer In charge shall ensure that the contractor is making payment of wages to its labour not less than the wages notified by the appropriate authorities from time to time.
- f) The contractor shall have a separate Provident Fund Code allocated in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF if applicable from the contract workers & deposit the PF of employer contribution to concern contract workers deployed by him for the assigned job & submit a copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In-Charge.
- g) The contractor shall be required to deposit contribution towards ESI, if applicable or any other statutory payments to be made in respect of his workers well in time & submit a copy of challan to Engineer In-Charge in monthly/quarterly basis failing which RSMML will deduct from his bills, the amount equivalent to such deductions along with penalty as per the provision of the applicable Act.
- h) The contractor shall be required to furnish proof/copies of forms/returns as per checklist attached hereto every month along with monthly bills to The Engineer-In-Charge. The checklist is indicative for monthly bills only & other forms/returns as required under various acts shall be required to be filed /maintained by the contractor himself regularly.

- i) The contractor shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workman's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employee's Provident Fund & Miscellaneous Provisions Act, 1952 etc. & other labour legislation as in existence at present in India & as amended from time to time.

5.11 SCOPE OF WORK

RSMML intends to environmental monitoring for generation of data regarding various parameters & preparation of reports as per guidelines of MoEF, CPCB & RPCB, Jaipur under Environment Protection Act, 1986 & liaise with statutory authorities on annual contract basis. The environmental parameters that are to be monitored at various locations at "Jhamarkotra Integrated Rock Phosphate Mining Project" (JIP) of RSMML" and Sewage discharge at Baghdara colony are as follows, but not limited to the followings;

- a) Contractor shall carry out the work of survey, monitoring, analysis of samples drawn, compilation of data and preparation of reports for environmental parameters i. e. Air Quality including Ambient Air & Fugitive Emissions at work site, Stack Monitoring, Water Quality including Drinking & Waste Water, rate of Dust Fall, Noise Level, Meteorological Data and Soil sampling etc.
- b) The work of survey, monitoring, analysis of samples drawn, compilation of data and preparation of reports for environmental parameters shall be carried out at regular intervals for all four seasons i. e. Pre-Monsoon (March to May), Monsoon (June to August), Post-Monsoon (September to November) & Winter (December to February) season strictly as per procedures, norms and standards laid out in Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act 1981, Noise Level Standards, Rules and Bye Laws made for these environmental parameters as per the Environment (Protection) Act 1986 and Environment (Protection) Rules 1986.
- c) All samples carried out by the contractor shall be got analysis & test report through NABL accredited and RPCB/CPCB/MoEF authorized laboratory. Contractor shall prepare the reports for submission and acceptance of the same from MOEF, CGWA and RPCB / CPCB.
- d) Contractor shall assist RSMML for timely renewal of consent to operate under Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act 1981.
- e) All incidental and contingency work associated with above specified scope of work shall be carried-out by the contractor at its own cost. Contractor shall make its own arrangement for necessary monitoring facilities at specified working sites.
- f) The contractor shall carry out the work of sampling and analysis of sewage discharge at Baghdara colony as per standards of RSPCB/CPCB and shall prepare the reports for submission and acceptance of the same from statutory authorities.
- g) If any parameters, compliance reports and radical test etc. added by statutory authority during currency of the contract, the same will also become the part of scope of work. No additional amount shall be paid for such additional work.

5.12 SPECIAL CONDITIONS

- a) Applicability:
 - i) These terms and conditions are in addition to the General Terms & Conditions (specified in Section-IV of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail

upon the General Terms & Conditions, should there be any discrepancy, or, conflict, or contradiction between the two.

- ii) Besides the scope of work described in the above paras, the scope of work for “Monitoring of Environmental Parameters at “Jhamarkotra Integrated Rock Phosphate Mining Project” (JIP)” is inclusive of but not limited to the following Clause and sub clauses.
- b) The monitoring of various environmental parameters as per the scope of work on yearly basis shall be carried out for all the four seasons as per following schedule;

Sr. No.	Season(s)	Period	Monitoring Month
a	Pre-monsoon	March to May	April /May
b	Monsoon	June to August	August
c	Post-monsoon	September to November	November
d	Winter	December to February	January

- c) The contractor shall prepare & submit required quarterly environmental monitoring reports in both soft & hard copy within one month after completion of field sampling. The report shall be in 4 size paper neatly stapled or spiral bound. The report shall contain details of sampling location, parameter, data time of sampling. Details of sampling methodology & test procedure for each parameter shall also be indicated. The minimum, maximum & average value of all the parameters shall be also complied & presented. The half yearly reports shall be the compilation of quarterly environmental reports pertaining to six months. All the pages of the report should have sign & seal of the authorized representative of the contractor. The Schedule of submission of various monitoring reports shall be as follows:-

- i) **1st Seasonal final** monitoring reports in 5 copies (including a soft copy) shall be submitted within one month from the completion of first season monitoring at site covering period of three months.
- ii) **First six monthly(1st & 2nd seasonal) draft** environmental monitoring reports having data of 1st and 2nd seasons monitoring in 2 copies shall be submitted within one month from the completion of the second season monitoring at site covering period of three months.
- iii) **First six monthly (1st & 2nd seasonal) final** monitoring in 10 copies including a soft copy shall be submitted within 15 days from the receipt of comments, if any, from RSMML on the draft report covering period of three months.
- iv) **3rd Seasonal final** monitoring reports in 5 copies (including a soft copy) shall be submitted within one month from completion of the third season monitoring at site covering period of three months.
- v) **Second six monthly (3rd & 4th seasonal) draft** environmental monitoring reports having data of 3rd & 4th seasons covering period of three months monitoring in 2 copies shall be submitted within one month from the completion of fourth season monitoring at site.
- vi) **Second six monthly (3rd & 4th seasonal) final** monitoring reports in 10 copies including a soft copy shall be submitted within 15 days from the receipt of the comments, if any, from RSMML on the draft report.

- vii) In addition to aforesaid schedule, contractor shall also be required to submit reports in such forms and at such interval as directed by concerned Engineer-in-Charge from time to time.
- d) The contractor shall be allowed to carry out the work as per schedule round the clock on all working days other than the weekly day of rest, i. e. Monday and other holidays declared by the company.
- e) The contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the company. It shall be the duty of those representative/s to call on at the office of Unit/Project concerned of the RSMML and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with. The name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of the contract,
- f) At the time of blasting, equipment & persons if any, in the area of blasting, have to vacate the area of blasting.
- g) The contractor shall examine all pros and cons and its impact on the performance & progress of work. The company will not entertain any claim on this account.
- h) The contractor shall be required to undertake the work of monitoring of various environmental parameters including collection & analysis of samples as directed by the Engineer-in-Charge from time to time. The Engineer-In-Charge shall have a right to stop any of the work & may direct the contractor to do alternate work. Decision of Engineer-In-Charge shall be final & binding in this regard.
- i) Contractor shall provide all details of their laboratory capable to draw and analysis samples, as per description of work. The cost of laboratory, appliances, equipment and consumable and all other expenses shall be borne by the contractor.
- j) RSMML may decide to monitor and inspect the laboratory set up if required, to assess the capability of analytical & environmental monitoring as per description of work. Contractor shall ensure that all necessary suggestions for improvement of laboratory set up are to be properly complied at their own cost.

5.13 UTILITY SUPPLY BY RSMML:

Electricity & water points required for the environmental monitoring assignment will be provided by RSMML free of cost to the contractor.

5.14 JOB DESCRIPTION:

SAMPLING LOCATION, DURATION & FREQUENCY:

The sampling & analysis of environmental monitoring work should be conducted on quarterly basis under the guidance of Office-In-Charge.

Air quality monitoring shall be carried out at a frequency of once in a fortnight (24 hours sampling/8hourly values) at the identified locations near the dust generating sources.

For effluent water quality standard, monitoring of pH, COD, TSS & Oil & grease shall be done at a frequency of once in a fortnight. Monitoring frequency of noise levels shall be once in a fortnight.

For preparation of reports as per guidelines of MOEF, Govt. of India /RPCB, Jaipur under Environment Protection Act,1986 at our Jhamarkotra Mining lease area and the job

description of the work of “Monitoring of Environmental Parameters i. e. Air Quality including Ambient Air & Fugitive Emissions at work site, Stack Monitoring, Water Quality including Drinking & Waste Water, Dust Fall, Noise Level and Meteorological Data etc to be undertaken by the contractor shall be as detailed out herein below;

Following number of stations/locations have been fixed for monitoring of environmental parameter for The Jhamarkotra integrated Rock Phosphate Mining Project (JIP); The no. of stations are indicative which may increase/decrease based on the requirement. The contractor will be carried out the sampling accordingly.

1. Ambient Air Quality Stations:-4 Nos.
2. Work Site Air Monitoring (For Fugitive Emissions):-6Nos.
3. Dust Fall:-3 Nos.
4. Stack Monitoring Stations:-4Nos.
5. Ground Water Quality Stations:-8 Nos.
6. Waste Water Quality Stations:-4 Nos.
7. Noise Level:-15 Nos.
8. Meteorology Data: - 1No.
9. Sewage discharge sampling: - At Baghdara Colony.
10. Soil Sampling: - 4 No.

5.15 AMBIENT AIR QUALITY:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
1. Guest House 2. Jhameshwar Temple 3. Sameta Village 4. Main Haulage Road	Air quality monitoring has to be carried out at a frequency of once in a fortnight (8 hours samples on 24 Hourly basis) at all 4 nos. of locations. Monitoring shall be carried out in all four seasons except monsoon season.	72	National Ambient Air Quality standard vide MoEF notification GSR-826(E), dated 16.11.09 are applicable to colonies & villages whereas standard stipulated for coal mines vide MoEF notification no.GSR-742(E),dated 25.09.2000 are applicable to work zone stations & as per Indian Standard(5182) . Methodology & frequency for sampling, analysis of parameters & no. of parameters shall be adopted as per latest MOEF, CPCB, RPCB & other statutory guidelines.

5.16 WORK SITE AIR MONITORING (FOR FUGITIVE EMISSIONS):

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
1. Drilling Site.	Air quality monitoring		National Ambient Air

2. LGO Crushing Plant 3. Dumping Yard 4. HGO Crushing Plant 5. Near Shovel Face 6. CPP(Captive Power Plant)	has to be carried out at a frequency of once in a fortnight (8 hours samples on 24 Hourly basis) at all 6 nos. of locations. Monitoring shall be carried out in all four seasons except monsoon season.	108	Quality standard vide MoEF notification GSR-826(E), dated 16.11.2009 are applicable to colonies & villages whereas standard stipulated for coal mines vide MoEF notification no. GSR-742(E),dated 25.09.2000 are applicable to work zone stations & as per Indian Standard(5182) . Methodology & frequency for sampling, analysis of parameters & no. of parameters shall be adopted as per latest MOEF, CPCB, RPCB & other statutory guidelines.
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5.17 GROUND WATER QUALITY STATIONS:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
1. Well in H/W side of E block (5500E/5500N) 2. Well near 33KV Sub Station 3. Chatra S/o Khema Well(3800E/6500N 4. Well No. 2 near Pilot Plant. 5. PHED Pumping Station 6. Amra's Well 7. Jhamri Dam 8. Treated Water of RawWater Treatment Plant	Monitoring shall be carried out for all the four seasons (once in Pre-monsoon i.e. in April -May & thereafter at intervals of three months). Minimum One sample in each season is required for all pollutants at each specified locations.	32	Standard to be followed as per latest MoEF, CPCB, RPCB & other statutory guidelines & also as per BIS-10500-1991 .

5.18 WASTE WATER QUALITY:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
<ol style="list-style-type: none"> 1. Raw Water of ETP 2. Treated water of ETP 3. Tailing Water of ETP 4. Captive Power Plant 5. Drain Water / Bio Diesel Plant 	<p>Monitoring shall be carried out for all the four seasons. Minimum One sample in each month for the 5 nos. pollutants i. e. pH, TSS, Oil & Grease, BOD & COD.</p>	50	<p>Standard to be followed as per latest MoEF, CPCB, RPCB & other statutory guidelines & also as per GSR:742(E), dated 25.09.2000 & GSR801(E) EPA, dated 31.12.1993</p>

5.19 STACK MONITORING:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
<ol style="list-style-type: none"> 1. MPP 2. LGO Plant 3. HGO Plant 4. CPP / Pilot Plant / Bio Diesel Plant 	<p>Monitoring shall be carried out one time in all four seasons at each stack.</p>	16	<p>Fuel gas temperature, Fuel gas quantity Fuel gas velocity Concentration of SPM, Concentration of SO₂ Concentration of NO_x.</p> <p>Standard to be followed as per latest MoEF, CPCB, RPCB & other statutory guidelines.</p>

5.20 NOISE LEVEL:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
<ol style="list-style-type: none"> 1. Drilling Sit 2. Crushing Plant 3. Main Haul Road 4. Blasting Noise in nearby village 5. Dumper 6. Dozer 7. Shovel 8. LGO plant 9. MPP 10. CPP 11. Bio Diesel Plant. 12. Guest house 13. Canteen near 14. Canteen near GSF 15. Reporting office 	<p>24 readings (at 1 meter & 5 meters away from object/source) on hourly basis at each location will be considered one sample to calculate day & night Leq (average). Monitoring shall be carried out one time in all four seasons at all stations</p>	60	<p>Noise level measurements (in dB) as per GSR 742(E), dated 25.09.2000, guidelines of Directorate General of Mines Safety & Noise Protection (regulation & Control) Rules, 2000 & Environment (Protection), Rules 1989 & as per statutes of MOEF/CPCB/RPCB/IBM/DGMS etc.</p>

5.21 DUST FALL:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
1. Guest House 2. Jhameshwar Village 3. Sameta Village	Monitoring of rate of dust fall at specified location shall be carried out for one sample per month in each season except monsoon season	09	Rate of dust fall, % of free silica & size distribution. Standard to be followed as per latest MoEF, CPCB, RPCB & other statutory guidelines

5.22 SEWAGE DISCHARGE SAMPLING:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
Baghdara Colony	Monitoring shall be carried out for all the four seasons. Minimum One sample in each month for the 5 nos. pollutants i. e. pH, TSS, Oil & Grease, BOD & COD.	36	Standard to be followed as per latest MoEF, CPCB, RPCB & other statutory guidelines & also as per GSR:742(E), dated 25.09.2000 & GSR801(E) EPA, dated 31.12.1993

5.23 METEOROLOGICAL DATA:

Monitoring Locations	Sampling Period	Total no. of samples for one year	Parameters for which sampling and analysis is to be done
Guest House / Base Camp Colony	Continuous Monitoring shall be carried out at any one specified location for one month (30 days) in each season.	04	Wind-direction Wind-speed Relative Humidity Rainfall Temperature Cloud cover

5.24 SOIL QUALITY:

Monitoring Locations	Total no. of samples	Parameters for which sampling and analysis is to be done
At Jhamarkotra Mines	Four ,each in quarter	Moisture, pH, Porosity, Organic matter & conductivity available for N, K & P

5.25 The frequency of sampling for monitoring various environmental parameters as detailed out above is only indicative and shall not be taken to be actual and correct quantum of work to be executed by the contractor in fulfilment of his/its obligations under the contract and the company is not bound by any shortfall. The contractor shall neither be entitled nor be eligible to raise any claim on account of their laboratory equipments

/manpower being idle on any day or for any period during the contractual completion period. As per statutory/ company's requirement, the Engineer-In-Charge can increase or decrease the number of samples of various environmental parameters without any additional cost to the company. In this respect the decision of the company shall be final and binding.

5.26 RIGHT TO REVIEW PERFORMANCE:

- i) The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.
- ii) The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

5.27 RISK & COST:

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfilment of the contractual obligations with regard to the work of specified within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

5.28 PERIOD OF CONTRACT:

The period of contract for monitoring of environmental parameter shall be for three years from the date of issue of LOA/ DLOA inclusive of 15 days mobilization period. The initial period of contract as above can be extended to another one year at sole discretion of Company on the same terms, conditions and rates depending upon the satisfactory performance of work. The time is essence of contract and no variation in the completion time shall be allowed unless permitted in writing by the company. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

5.29 PAYMENT SCHEDULE & TERMS OF PAYMENT:

The bills along with monitoring reports in triplicate shall be submitted on quarterly basis for payment purpose. The payment shall be made as scheduled below;

- a) The schedule of payment against the work under clause no 5.11 to 5.23 shall be as under;
 - i) 10% of annual contract value is payable after submission of the 1st season final monitoring report
 - ii) 10% of annual contract value is payable after submission of the first six monthly (containing 1st & 2nd season data) draft report.
 - iii) 20% of annual contract value is payable after submission of the first six monthly (containing 1st & 2nd season data) final report.

- iv) 10% of annual contract value is payable after submission of the 3rd season final monitoring report.
 - v) 10% of annual contract value is payable after submission of the second six monthly (containing 3rd & 4th season data) draft report.
 - vi) 20% of annual contract value is payable after submission of the second six monthly (containing 1st & 2nd season data) final report.
 - vii) 20% of the annual contract value is payable after 120 days of last submission of above final monitoring reports and completion of total no. of samples as per yearly schedule. Contractor is required to get the monitoring reports accepted by MOEF, CGWA, RPCB & CPCB, as the case may be, within 120 days. If any deficiency, pertaining to monitoring work and reports submitted for acceptance, is pointed out by any statutory authority, then the same shall be rectified/carried-out by the contractor within 15 days from communication, without any further cost or liability to RSMML.
- b) For payment purposes, the contractor shall submit the bill to receive its remuneration from the RSMML. The Engineer-In-Charge shall duly verify the bills. The payment schedule as above and the rates as accepted by the company shall only be considered for billing purpose.
 - c) The contractor, on submitting the bill duly verified by the Engineer-In-Charge for the work done, is entitled to receive payment within a period of fifteen (15) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
 - d) The company shall make payment due to the contractor by Crossed Account Payee Cheques /RTGS. In no case will the company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.

5.30 RESOURCES, MANPOWER, FACILITIES, POWER SUPPLY ETC.:

- i) The contractor will have to bring and deploy requisite machinery, labours, tools, tackles, equipment, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.
- ii) If required, the company may provide electricity for monitoring-instruments at the monitoring points. In case of non availability of electricity, the contractor shall make its own arrangement for the same at its own cost.
- iii) All expenses regarding traveling, boarding, lodging & transportation of man and material for the above work shall be borne and provided by the agency. All other inputs and arrangements required for completion of the work shall be borne by the agency.

5.31 COMPENSATION:

- i) In case of delay in commencing the work within 15 days from the date of LOA/DLOA, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on fort nightly basis from the contractor. In the event the compensation exceeds 2.0% of annual contract value, the company may withdraw the letter of acceptance & forfeit the earnest money deposit (EMD) &/or Security Deposit (SD).

- ii) In case of non-submission of monitoring reports in time, as laid down in the tender document, than contractor is liable to pay predetermined compensation @ Rs.500/- per day. and in case of delay in submitting the rectifying report as indicated by the statutory agencies than the contractor is liable to pay predetermined compensation @ Rs.1000 /-per day subject to maximum limit of 5% of the quarterly bill value.
- iii) Besides, failure of the contractor to work as per scheduled and terms & conditions of the contract, will also entitle the company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency.
- iv) The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, or by reference to an arbitrator, at the discretion of the RSMML.
- v) The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- vi) Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

5.32 CLOSING OF THE CONTRACT:

- a) On completion of the work, the contractor shall submit his last monthly bill as final bill. The last & final bill along with the following documents and any other document/ information etc. as required by the Officer-In-Charge for his satisfaction, are required to be submitted to the Officer-In-Charge.
 - i) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
 - ii) No claim by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract.
 - iii) Indemnification Bond of Rs.100/- on Non-Judicial stamp paper.
 - iv) Details of PF deposited by the contractor.
- b) On receipt of last & final bill, the company shall verify the same, determining the total value of work done of the contract & after deducting all the sums already paid to him/it & /due to the company on any account & such further sums as the company on any account & such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise ,make over to the contract as his final payment subject to the contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description of the company.

UNDERTAKING

I/We have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spell out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

Dated

For and on behalf of the tenderer

Place

(Authorized Signatory)

LETTER OF SUBMISSION OF TENDER

FROM

Date: 00.00.2015

To:

The Group General Manager (Contract)
Rajasthan State Mines & Minerals Ltd.,
4, MEERA Marg, Corporate Office,
UDAIPUR 313001 (Raj)

Sub: Tender for monitoring of Environmental parameters at Jhamarkotra, Udaipur

Ref: Tender No. RSMML/CO/GGM (Cont)/Cont-00/2014-15, dated 00.00.2014

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D./Pay Order No	Date	Name and Address of Bank	Amount
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5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money (as per NIT) and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site.
8. I/We agree to abide by the applicable statutory provisions.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 2015.

Signature of tenderer(s)
With the seal of the firm

Witness

Name in Block Letters: _____

Full Address _____

CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART I) BID'**Tender No. RSM/CO/GGM (Cont)/Cont-00/2014-15, dated 00.00.2015****Name of Tenderer** _____

The Check List should be submitted' along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa as given below:-

1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.	
2.0	Status of tenderer: Individual /Proprietorship Firm/ Partnership Firm/Co-operative Society/Limited Company (Attach duly attested documents in support of your status)	
3.0	<p>(a) In case of Proprietorship Firm; Attach duly attested affidavit in support of your status.</p> <p>(b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership deed</p> <p>(c) In case of Co-operative Society; Attested Copy of Registration Certificate of Co-operative Society, list of members, Managing Committee & Registration number of Co-operative Society, Jurisdiction of Co-operative Society to undertake work in the in the area, byelaws etc.</p> <p>(d) In case of Limited Company; Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc.</p>	
4.0	Power of Attorney/board resolution in favour of the authorized representative signing the tender, as required.	
5.0	One complete tender document as issued by company duly filed in signed & stamped on each page by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender.	
6.0	Earnest Money Deposit (EMD) in the manner specified in NIT.	
7.0	A copy of PAN (INCOME TAX) Number	
8.0	A copy of Service Tax Registration Number	
9.0	Undertaking that we have not enclosed any additional condition & or deviation from the tender conditions along with price bid. If any such additional condition & or deviations as enclosed with the price bid found than same be treated as withdrawn from our side.	
10.0	Information regarding details of work of similar type carried out in the last three Financial Years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 by the tenderer & its value in Form-3.	

11.0	Attested copy of Audited Balance Sheet, Profit & Loss Account statement by CA for the last three Financial Years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 in support of the turnover by the tenderer in Form-5.	
12.0	Exception & Deviations statement by the tendered in Form-7	
13.0	Information regarding adequate manpower envisaged to be deployed by the tenderer for this work in Form-7	
14.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case/litigation is pending against him with the company & other companies in relation to the work in Annexure-A	
15.0	The tenderer /bidder would give a declaration on their letter head that they have not been banned / suspended or de-listed by RSMML in Annexure-C	
16.0	Undertaking whether you are covered under MSMED Act or not, if yes, then give your registration number along with copy of the same.	
17.0	Provident Fund Account Number /copy of PF registration certificate of establishment or affidavit as per Annexure C.	
18.0	Bank Details for online transfer of EMD Bank Account Number: Banker Details: a)Name: b)Branch No.: c)Address: d)IFSC Code: e)Type of A/c: (Saving/Current/CC/any other):	

1. The Tenderer shall enclose the required document strictly in the sequence/order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.
2. Before enclosing the document, read carefully the tender document conditions/ stipulations and enclose the requisite documents only.
3. Photocopies of the documents shall be attested by the gazetted officer or Notary public

(Authorized signatory)

Name of the Tenderer: -----

Designation/ Relationship of the: -----

Date: -----

Place:.....

(On the letterhead of the tenderer)

DETAILS OF EXPERIENCE**TENDER NO:****NAME OF TENDERER:**

Tenderer will give information of the similar work done during immediate three preceding years as per the Performa given below:

Work order No	Full particulars of similar work carried out by the tenderer	Period	Value of contract (break up during immediate three preceding years)	Quantity break up during immediate three preceding years	Actual completion time (months)	Penalty or liquidated damages paid (if any)
1	2	3	4	5	6	7
		2011-12				
		2012-13				
		2013-14				
		2014-15				

It is certified that the above information is correct.

Signature of tenderer(s) with the Seal

Date:

Place:

DETAILS OF PRESENT COMMITMENT

TENDER NO:

NAME OF TENDERER:

S.N..	Name of organization for whom worked & work order no with date	Name of work & order no.	Quantity of work	Period from to.....	Value of work	% of completed work (in term of value as well as quantity)	Likely date of completion	Period of delay if any	Remarks

Signature of Tenderer(s) with the seal

Place:

Date:

(On the letterhead of the tenderer)

TURNOVER**TURN OVER FOR IMMEDIATELY LAST FOUR FINANCIAL YEARS****TENDER NO:****NAME OF TENDERER:**

Financial Year	2011-12	2012-13	2013-14	2014-15
Turn over (in Lacs Rs.)				

Signature of tenderer/ (s) with the seal**Place:****Date:**

NOTE: *Enclose copies of audited balance sheets, profit & loss account statement & other documents in support of above.*

(On the letterhead of the tenderer)

Tender No. _____

Name of Tenderer _____

Information regarding equipment which tenderer proposes to use for this work and readily available

S. No	Description	Nos.	Make	Capacity	Year of manufacture	Owner	Present place of deployment	Total hours clocked upto date	Approx date when it will be deployed at site	Period of retention at site	Full technical description	Condition of equipment

Note: Complete information shall be submitted & if required additional sheets may be attached. The tenderer may submit the ownership details/documentary evidence of owning the equipment mentioned above.

It is to undertake that the proposed equipment mentioned in form 5 will be deployed exclusively for the tendered work.

Certified that the above information is correct.

Signature of Tenderer(s) with the seal

Place:

Date:

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

Tender No.

Name of Tenderer

Tenderer may stipulate here exceptions and deviations to the tender conditions if considered unavoidable.

No.	Page No of tender document	Clause No of tender document	Subject	Deviations

Signature of Tenderer(s) with the seal

Place:

Date:

**RAJASTHAN STATE MINES AND MINERALS LIMITED
(A Government of Rajasthan Enterprise)**

PROFORMA FOR “PRICE BID”

The Price Bid should be submitted online only: in the prescribed format available on the website of www.eproc.rajasthan.gov.in

Tender No. RSMM/CO/GGM(C)/.....

Name of Tenderer:.....

Name of work: Monitoring of Environmental Parameters at Jhamarkotra Mines, Udaipur.

Particulars	Rate per annum	
	(In Figures/ Words) (Rs.)	((In Figures/ Words) (Rs.)
Submission of 1st & 3 rd Quarterly Monitoring reports for compliance as per Rajasthan State Pollution Control Board (RPCB) ,Jaipur & 1st & 3 rd Half Yearly Monitoring reports to be submitted to Ministry of Environment & Forest (MoEF) ,New Delhi for their acceptance within a period of 120 days in each year in compliances of stipulated conditions of environment clearance accorded by MoEF & consent to operate granted by RPCB . Note: Samples & testing of monitoring data has to be taken as defined in detailed in scope of work of this tender document.		

NOTE:

1. Rates must be entered in figures and words.
2. Unit rate quoted by the contractor shall be inclusive, including cost of preparatory work and finishing work etc, which shall include all duties, levies and taxes including Service Tax. The prevailing rate of Service Tax is @14.00%.
3. In case of difference between quoted rates in words and figures, the lower of the two shall be considered.
4. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

Signature of Authorized Representative of the firm

(To be typed on Non Judicial Stamp Paper of appropriate value)

AFFIDAVIT IN SUPPORT OF PF

Tender No.....

Name of Tenderer

I -----S/O -----aged -----Year Resident
of ----- On the behalf of the tenderer i. e. M/S-----
-Hereby undertake oath and state as under;

- i) That I/We have submitted a tender for-----
- ii) That I/We have gone through the terms & conditions of the tender document.
- iii) That the provisions of the EPF/MP Act are not applicable on me/ us (i. e. the above tenderer/ contractor)
- iv) That in case during the currency of the contract, I/We come under the preview of the EPF& MP Act, then I/We will get myself/ ourselves registered with the concerned PF Commissioners.

(Authorized Signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed, so help me god.

**Deponent
(Authorized Signatory)**

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by any PSU Bank (except SBI)/ICICI/Axis/HDFC Bank having its branch office at Udaipur on non-judicial stamp paper of 0.1% of BG value subject to minimum of Rs. 200/-)

B.G _____ Dated _____

This Deed of Guarantee made between _____ a Bank, having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the contractor) from the demand under the terms and conditions of letter of acceptance no. _____ dated _____ issued in favour of the contractor and agreement dated _____ entered into between RSMML and M/s. _____(contractor), hereinafter called 'the said letter of acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

Now this deed witness that in consideration of said bank having agreed on the request of the contractor to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, _____ (bank) do hereby undertake without any reference to the contractor or any other person and irrespective of the fact whether any dispute is pending between the company and the contractor before any court or tribunal or arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by

virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall _____ be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we _____ hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above _____ branch/divisional office or Udaipur branch office under the signatures of the company's Financial Adviser and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of acceptance/agreement or to extend time of performance by the said contractor from _____ time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore forbearance act, or omissions on the part of the company or any indulgence of the company to the said contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and _____ be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
- 7 The guarantee will not be discharged or affected if the Company holds/obtain _____ any _____ other security /guarantee/promissory note from any person and/or the _____ contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____ (designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at _____ this the _____ day of _____ 20.

UNDERTAKING**(To be type on Non judicial stamp paper worth Rs 10/-)**

Tender No.....

Name of Tenderer.....

I.....S/o Shri.....aged.....Years resident of
on behalf of the tenderer i.e.
 M/s.hereby undertake oath and state as under:

I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work;

- i)** I/We are not having or had any litigation with the RSMML/any other company in relation to the work. In such case of litigation with RSMML or any other company I/We hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- ii)** I/we have not been banned/suspended/de-listed by RSMML.
- iii)** I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- iv)** I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- v)** That we are registered under MSMED Act & Registration Number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- vi)** I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms & conditions of this tender and these are acceptable to we/us
- vii)** I/we Undertake oath and state that the work shall be commenced by deploying required equipments & man-power within 15 (fifteen) days from the date of issue of DLOA in case of award of work.
- viii)** I/We do hereby declare that I/ We have fully read understood the provision of Rajasthan Transparency in public procurement Rules 2013.

Signature of Tenderer(s)**(Authorized Signatory) with Seal****Date:-----****Place:**

Note: Original Notarized affidavit shall be to the office of GGM(Contract), RSMML,4 Meera Marg, Udaipur - Raj-313001 along with tender fees, processing fees & EMD.

Compliance with the Code of integrity and No conflict of Interest

Any person participating in a procurement process shall;

1. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
2. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
3. not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
4. not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
5. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
6. not obstruct any investigation or audit of a procurement process.
7. disclose conflict of interest, if any; and
8. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of Interest with one or more parties in bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the bidder participate in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontract or not otherwise participating as a bidder in more than one bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....for procurement ofin response to their Notice Inviting Bids No..... DatedI/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address

The designation and address of the First Appellate Authority is –
Managing Director, RSMML,
4, Meera Marg, Udaipur-Rajasthan Pin 313001

The designation and address of the Second Appellate Authority is-
Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal:**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) **Appeal not to lie in certain cases:**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

5.0 Form of Appeal:

- a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second appellate authority, as the case may be, in person or through registered post or authorized representative.

6.0 Fee for filing appeal:

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of appellate Authority concerned.

7.0 Procedure for disposal of appeal:

- a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - i) hear all the parties to appeal present before him; and
 - ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**Form No.1
(See rule 83)**

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No..... of.....
Before the..... (First/second Appellate Authority)

1. Particular of appellant:
 - i) Name of the appellant:
 - ii) Official address, if any:
 - viii) Residential address:
2. Name and address of the respondent(s):
(i).....(ii).....(iii).....
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal
.....(Supported by an affidavit)
- 7 Prayer:.....

Place.....

Date.....

Appellant's Signature

Additional conditions of Contract**1. Correctness of arithmetical errors:**

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis;

- i) If there is a discrepancy between the unit price & the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail & the total price shall be corrected, unless in the opinion of the procuring entity there is in obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern & the unit price shall be corrected.
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals prevail & the total shall be corrected &
- iii) If there is a discrepancy between the words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figure shall prevail subject to (i) & (ii).

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified & its bids security shall be forfeited or its bid security declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

- i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding document may be increased or decreased by a specified %, but such increase or decrease shall not exceed twenty percent of the quantity specified in the bidding document. It shall be without any change in the unit price or other terms & conditions of the bid & the conditions of the contract.
- ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of the contract.
- iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates & conditions of the original order. However, the additional quantity shall not more than 25 % of the value of goods of the original contract & shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise & the extra cost incurred shall be recovered from the supplier.