



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

For

“ENGAGEMENT OF DOE FOR VERIFICATION OF CDM PROJECT”
of RSMML at Jaisalmer, Rajasthan

Tender No.RSMM/CO/PROJ/CDM/ 573

Dated 16.03.2015

Issued by

Advisor & Head (Projects)
Corporate Office
4, Meera Marg, Udaipur – 313004, Rajasthan

Cost of non-transferable Tender : Document	Rs.570/- (inclusive of VAT)
Price & period of sale of Tender :	From 16.03.2015 to 01.04.2015 till 1.00 PM From office of GM (F& A), C.O., Udaipur
Last date of Submission of tender	: 01.04.2015 up to 3.00 PM at C.O, Udaipur
Date of Opening of Techno- Commercial Part (Part I)	: 01.04.2015 at 3.30 PM at C.O, Udaipur

Registered Office at Jaipur

C-89-90, Janpath,
Lal Kothi Scheme
Jaipur 302 015,
Rajasthan
Phone : 0141 2743733-34, Fax : 2743735

Corporate Office at Udaipur

4, Meera Marg,
Udaipur 313004, Rajasthan
Phone : 0294 2428738, 2428744
Fax : 0294-2428790



RAJASTHAN STATE MINES & MINERALS LTD

(A Government of Rajasthan Enterprise)

PROJECTS DIVISION

4, Meera Marg, Udaipur – 313 004, Rajasthan

Phone : 0294 – 2428738/2428744, Fax : 0294 - 2428790

E-mail : project@rsmm.com, website <http://www.rsmm.com>

NIT No. RSMM/CO/Proj/CDM/573

Dated: 16.03.2015

Invitation for Bid

Sealed tenders super scribing tender number and due date are invited in two parts (Part I – techno-commercial offer & Part II Price bid) for the following:-

Brief Description	EMD	Cost of tender document	Sale date of tender document (start & close)
“ENGAGEMENT OF DOE FOR PERIODIC VERIFICATION OF CDM 22.5 MW & 15.0 MW WIND PROJECTS” OF RSMML AT JAISALMER, RAJASTHAN.	Rs. 16000/ by cash or DD in favor of RSMML, payable at Udaipur (Raj)	Rs 570 /-. By cash/DD in favour of RSMML, payable at Udaipur (Raj). Tender Document can also be downloaded from our website. In case downloaded from website, tender fee to be deposited with the offer.	16.03.2015 to 01.04.2015 Last date of submission 01.04.2015 till 03.00 PM

Qualifying Criteria:

The bidders shall be qualified on the basis of the following:

- The bidder should be an authorised Designated Operational Entity (DOE) of UNFCCC and should have a valid accreditation from UNFCCC for carrying out the Verification of the CDM projects in India for the sector under which the project falls. Their name and addresses should be listed on UNFCCC website as an approved DOE as on the date of opening the bid.
- In case, the bid is being submitted by Indian subsidiary/affiliates/ operatives/associates of UNFCCC accredited DOE a tender specific letter of authorization from DOE is also required to be submitted and their offices and auditors should be available in India. The bid is to be submitted in Indian Rupees and the payment will be made to the bidder in Indian Rupees only. DOE shall undertake the full responsibility for carrying out the entire job and for technical review and correspondences with UNFCCC, failing which, the bid shall be rejected.

The detailed terms and conditions are elaborated in the tender document, for which please visit our website <http://www.rsmm.com> from 16.03.2015 or may contact us at the above address.

Advisor & Head (Projects)



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SECTION I

Definitions & Interpretations

Definition

The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent.

The term the 'Company/RSMML/Client/Owner' means the Rajasthan State Mines & Minerals Limited having its Registered office at C-89-90, Janpath, Lal Kothi, Jaipur & Corporate Office at 4, Meera Marg, Udaipur 313004 (Rajasthan) and includes its successors and assigns.

The 'Managing Director' shall mean the Managing Director of the RSMM Ltd, or his successor in office as designated by the Company.

The Advisor & Head (Projects) shall mean the Advisor & Head of Project, RSMML or his successor in office.

The term 'Engineer-in-charge' shall mean the person/executive nominated from time to time by the Company and also expressly authorized by the company for and on his behalf for operation of this contract.

The term 'Tender/Bid' shall mean the tender/bid submitted by the Bidder/Tenderer for acceptance by the company.

The term 'The Contractor' shall mean the person or persons firm or company whose tender has been accepted by the company and includes the contractors legal representatives, his successors, executors, permitted assigns.

Effective date means the date of Issuance of Letter of Acceptance (LOA).

Base date means the due date of submission of tender document.

LOA means the Letter (or Fax) of Acceptance issued by owner/company conveying its acceptance of bid to successful bidder.

Day

The 24 hour period beginning and ending at 12.00 midnight IST.

Month

A calendar month according to the Gregorian calendar beginning at 12.00 midnight on the last day of the preceding month and ending at 12.00 midnight on the last day of that month.

MNRE means Ministry of New and renewable Energy Sources, Govt. of India.

"Prudent Utility Practice" means accepted international/ Indian practice(s), standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally

followed in the operation and maintenance of facilities similar to the Power plant.

Indian Electricity (Supply) Act means Indian Electricity Act 2003, Indian Electricity (Supply) Act 1948 & Indian Electric Rules 1956 & as amended from time to time.

Interconnection point means the physical point(s) at the terminal substation gantry (ies) where 11 KV / 33 KV or other higher voltage line/lines from the RVPN Grid are connected.

Term	Meaning
RRVNL	Rajasthan Rajya Vidyut Prasaran Nigam Ltd.
Jd.VVNL	Jodhpur Vidhyut Vitran Nigam Ltd
AVVNL	Ajmer Vidhyut Vitran Nigam Ltd
RRECL	Rajasthan Renewable Energy Corporation Ltd
IREDA	'Indian Renewable Energy Development Agency'
C-WET	Centre for Wind Energy Technology.
UNFCCC	United Nations Framework Convention on Climate Change
PDD	Project Design Document.
CDM	Clean Development Mechanism
DOE	Designated Operational Entity.
CER	Certified Emission Reduction
CARs	Corrective action requests
FARs	Forward action requests.

In this document unless otherwise stated:

- (i) the headings and paragraph numbering are for convenience only and shall be ignored in construing the agreement;
- (ii) the singular includes the plural and vice versa;
- (iii) references to natural persons include bodies corporate and partnerships;
- (iv) references to any enactment, ordinance or regulation includes any amendment thereof or any replacement in whole or in part;
- (v) references to Articles, Clauses and Schedules are, unless the context otherwise requires, references to Articles of, Clauses of, and Schedules to, this document.

SECTION II

PROFILE OF RSMML

Preamble

Rajasthan State Mines & Minerals Limited (RSMML) is one of the Premier Public Sector Enterprise of Government of Rajasthan, is the successor of the erstwhile M/s. Bikaner Gypsum Limited, a private sector company which had commenced the mining of Gypsum in erstwhile Bikaner State in 1947.

Today

RSMML today comprises of five separate divisions and all working under the overall control of Corporate Office at Udaipur. Today it deals in four Principal Industrial Minerals, Rock Phosphate, Natural Gypsum, Limestone and Lignite.

The Board of Directors

The Board of Directors of the company has Chairman and other members of the Board as senior officials of the state Government, and Public Sector Corporations. The company is managed by a full time Managing Director, who is also a member of the Board of Directors

Activities

The current activities of the Company are the following:-

Phosphate

- Mining and Marketing of Rock Phosphate Ore, Udaipur, Rajasthan;
- Mining and beneficiation of low grade Rock Phosphate ore to produce a high grade Phosphate concentrate at their Industrial Beneficiation Plant at Jhamarkotra, Udaipur.
- Manufacturing and selling direct application phosphatic fertilizer called "RAJPHOS".

Limestone & Gypsum

- (i) Mining of Gypsum/Selenite in the desert areas of Bikaner, Churu, Sri Ganga Nagar, Hanuman Garh, Jaisalmer, Pali & Barmer districts of Rajasthan;
- (ii) Mining of low Silica Limestone in Jaisalmer district for use in the steel industries like TISCO & SAIL.

Lignite

Mining of Lignite in Kasnau-Igiyar-Matasukh in district Nagaur and at Giral in Barmer district and other parts of Rajasthan.

Desalination Project

- 20 MLD brackish water desalination project at Kasnau – Matasukh Lignite Mines, district Nagaur.

Wind power project

The company is in the business of wind power project since 2001 and had installed 106.3 MW in Rajasthan so far in phases. The power generated from wind power project is partially being used for captive purpose, while balance is being sold to the State.

SECTION – III
INSTRUCTIONS TO BIDDERS

BIDDER TO OBTAIN THE INFORMATION OF HIS OWN

- 3.01 The bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender.
- 3.02 The bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. He is deemed to know the scope, nature and magnitude of the work.

TRANSFER OF TENDER DOCUMENTS

- 3.03 Transfer of tender documents to others is prohibited. For submitting the offer it is essential to directly purchase the tender document from the Company or download it from our website. In case it is down loaded from the website, tender fee of Rs.570.00 to be deposited with the Techno-commercial offer without which the tender will be rejected.

COST OF BIDDING

- 3.04 The Bidder 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

- 3.05 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever specified in the tender document by the bidder or by a person holding power of attorney authorising him/her to sign on behalf of bidder before submission of the tender.
- 3.06 Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the bidder with date, in absence of which the offer is liable to be rejected.
- 3.07 The tender should be made in English only. Printed conditions on the back of letters originating from bidder will be ignored.
- 3.08 Bidders, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.09 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.
- 3.10 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.

- 3.11 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders, who resort to canvassing, will be liable to rejection.
- 3.12 Bidder should make the offer in such a manner that there should not be any contradiction either in the undertakings or with the documents/offer furnished accordingly. Otherwise the company may reject the offer.

ADDENDA/CORRIGENDA

- 3.13 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.
- 3.14 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

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

SUBMISSION OF TENDERS

- 3.16 The tenders shall be submitted in the office of Advisor & Head (Projects), Corporate Office, Rajasthan State Mines & Minerals Limited, 4, Meera Marg, Udaipur-313004 (Rajasthan).
- 3.17 Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.

Tenders should be submitted in two parts viz. Part I and part II in separate double sealed envelopes super scribed in following manner.

1st inner sealed envelope containing Part I will be marked "Part I - Techno-Commercial for Tender Reference No. RSMM/CO/project/CDM /573 dated 16.03.2015 for Engagement of DOE for periodic verification of CDM 22.5 MW & 15 MW wind project of RSMML at Jaisalmer in Rajasthan.

2nd inner sealed envelope containing Part II in 1 (one) copy will be marked as "Part II - Price Bid for Tender Reference No. RSMM/CO/project/CDM/573 dated 16.03.2015 for Engagement of DOE for periodic verification of CDM 22.5 MW & 15 MW wind project of RSMML at Jaisalmer in Rajasthan.

Outer Sealed envelope containing above two sealed envelopes, will be marked as-

Bid for Tender Reference No. RSMM/CO/project/CDM/573 dated 16.03.2015 for Engagement of DOE for periodic verification of CDM 22.5 MW & 15 MW wind projects of RSMML at Jaisalmer in Rajasthan.

The inner envelopes placed in outer envelope to super scribe "DO NOT OPEN before 01.04.2015 & shall be addressed to the Company at the following address:

Advisor & Head (Projects)
Corporate Office,
Rajasthan State Mines and Minerals Limited,
4, Meera Marg, UDAIPUR – 313 004,

Further, the full name, postal address, fax number of the bidder shall be written on the bottom left hand corner of each of the sealed envelopes by bidder duly identifying the bidder.

- 3.18 If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the Bid.
- 3.19 The Part – I “Techno – commercial Bid” in one copy should contain the detailed technical offer and copy of tender document (including addenda/corrigenda, if any) duly signed and sealed along with all its Annexures, if any, Earnest Money Deposit. Any price indication should not be given in the Techno – commercial Bid. The following information / documents are to be given in the Part – I “Techno – commercial Bid”
- a) One complete tender document as issued by Company duly filled in, signed and stamped on each page by the bidder/authorised representative of the bidder, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
 - b) **Earnest Money Deposit:** In the form of cash or DD of Rs.16000/ drawn in favour of RSMML, payable at Udaipur, Rajasthan.
 - c) PAN no.
 - d) 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. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the bidder.
 - e) Information regarding details of work of similar type and value carried out in the past years by the bidder.
 - f) Details of the present work commitment
 - g) “Exceptions & Deviations statement” if any to be submitted by the bidder in bid response sheet no. 1.
 - h) Information regarding skill & experience of staff.
- 3.20 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 bidder shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the bidder should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.21 PART II 'Price Bid':

- a) The bidder is to quote the rate in the prescribed forms as provided in bid response sheet no. 2, of this tender document.
- b) The rates are to be quoted in Rupees and in the prescribed price bid Proforma. No conditions attached to the price offer shall be acceptable.
- c) All amounts must be mentioned in figures as well as in words. In case of any discrepancy between the two, the lower of the two shall be taken as offered rates.

DEADLINE FOR SUBMISSION OF BIDS

- 3.22 In the event of specified date for the submission of bids being declared a holiday for the Company, the Bids will be received up to the same time on the next working day.
- 3.23 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 Bidders, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS/ DELAYED BIDS

- 3.24 Any Bid received by the Company after the deadline as prescribed in NIT due to any reason whatsoever will not be accepted. Any bid received by the company after the scheduled time of closing the tender, but before opening of tender, in such a case bidder may be asked to deposit the same at Dak Receipt Section and shall be marked as 'delayed tender'.

EXCEPTIONS AND DEVIATION

- 3.25 Bidders 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 bidders should mention the deviations at their risk of rejection only in bid response sheet no. 1. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.
- 3.26 The Company reserves the right to summarily reject such conditional bids or evaluate such bids, after loading financial implications (i.e. by adding the cost of such deviations as determined by the company) due to these exception /deviation, at its sole discretion.

EARNEST MONEY

- 3.27 The bidder shall pay Earnest Money of Rs. 16000/ (Sixteen thousand only), in cash or in form of crossed Demand Draft in favour of RSMML payable at Udaipur, Rajasthan and attach the same in original with the technical bid of the bidder, 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 bidder. 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 will be refunded at the earliest. The earnest money of the bidder who are technically

successful but not awarded the work shall be refunded after issuance of LOA / DLOA to successful bidder and its acceptance by him. The earnest money deposited by the successful bidder will be converted into SD, but shall stand forfeited if the bidder fails to commence the work within a period of 10 days from the date of issue of intimation regarding acceptance of LOA/ DLOA.

VALIDITY

- 3.28 Tender submitted by bidder shall remain valid for acceptance for a period of 60-days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 60 days is liable to be rejected. The bidder on its own shall not during the said period of 60-days or in agreed extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of bidder revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited. And tender will not be considered for further evaluation.
- 3.29 In exceptional circumstances, prior to expiry of the original time limit, the Company may request the bidder to extend period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder if agreeing to the request will not be required or permitted to modify his bid.

EVALUATION OF BID :

- 3.30 The techno-commercial bids of substantially responsive bidder's will be evaluated. The decision of the RSMML as to which bidder is capable & competent to carry out the work shall be final. The bidder should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.31 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.
- 3.32 The bidder shall be prepared to furnish clarification/information and attend meetings/discussions as required by the company from time to time.
- 3.33 The evaluation of qualifying bids will be made only on the basis of lowest cost basis.
- 3.34 PRICE BID
- 3.35 Price Bid (part II) of the tender will be opened only of techno-commercially acceptable tenders. Such short listed bidders will be informed about the date and time of opening of the price bids.

NEGOTIATION

- 3.36 Negotiation will be conducted with the lowest bidder only, when the rates tendered vary considerably and considered much higher than the prevailing market rate at the time of opening of tender.
- 3.37 In case of non satisfactory achievement of rates from lowest bidder, RSMML may choose to make a written counter offer to the lowest bidder and if this is not accepted by him, RSMML may decide to reject and re-invite tenders or to make same counter offer first to the second lowest bidder, then to the third lower bidder and so on in the order of initial bidding and work may be awarded to the bidder who accepts the counter offer.
- 3.38 In case of un-acceptance of counter offer, fresh tenders may be invited.

3.39 PROCESS TO BE CONFIDENTIAL

3.40 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed subject to provisions of Right to information Act-2005, 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.

3.41 The bidder 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.

3.42 NOTIFICATION OF AWARD :

3.43 The bidder, who's Bid has been accepted, will be notified of the award of work by the Company, through postal communication or through facsimile, confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed Letter of Acceptance ") will state the sum unit that the Company will pay to the DOE in consideration of the execution and completion of the Works by the DOE as prescribed in the tender.

3.44 RIGHTS OF COMPANY

The Company reserves the right -

- (1) To accept or 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) Not to carry out any part of work.
- iv) To reject the offer, if is established that the bidder has submitted any wrong / misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior or after 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.

3.45 REFUSAL / FAILURE

In the event the Bidder, 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 Bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the DOE'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 so deposited.

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

SECURITY DEPOSIT

- 4.01 The successful bidder shall furnish a Security Deposit of Rs.16000/ (Sixteen thousand) only. The earnest money deposited by successful bidder shall be kept as security deposit.
- 4.02 The entire Security Deposit shall be refunded within three months of the issuance of final verification report.
- 4.03 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the DOE 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, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the DOE.
- 4.04 No interest is payable on S.D. amount.

SUBLETING OF WORK:

- 4.05 The whole of the work included in the contract shall be executed by the DOE for which he shall have the sole responsibility. No subletting of the work will be allowed.

TAXES AND DUTIES:

- 4.06 The DOE shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now, imposed by the Central or State Government authorities, for execution of the works under the contract, including the service tax.
- 4.07 RSMML will reimburse/recover at actual, tax(es)/ duty which are imposed/increased /withdrawn or reduced after the date of submission of offer & are directly applicable to this contract and payable by the DOE, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.08 The DOE 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 DOE.

FORCE MAJEURE:

4.09 Neither the DOE nor the Company shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from Statutory Authority, 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, provided notice of such cause is given in writing by the party affected within 7 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 7 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 one month both the parties shall consult each other and decide about the future course of action regarding the contract.

NOTICES:

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

4.10 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 Advisor & Head (Project) at Udaipur.

4.11 Notice and communication addressed to the Company shall be valid only if duly signed by the DOE or his duly authorised partner or his principal officer acting for him on his behalf.

TERMINATION:

4.12 If the DOE fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the tender/LOA, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations as specified in tender/LOA or in any manner commits a breach of any of the provision of the tender conditions, it shall be open to the Company in its option, by written notice to the DOE:-

(a) To determine the work awarded; 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 DOE 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 DOE and the DOE 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 DOE or any part thereof and complete the same through any other agency at the risk and cost

of the DOE and the DOE, 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.

- 4.13 Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the DOE is or are curable or may be cured by the DOE if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the DOE to cure the default within such time as may be specified in the notice.
- 4.14 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the DOE or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the DOE, the excess cost referred to aforesaid.
 - (b) The money that may have become due to the DOE 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, and shall be subject to deduction of all amounts due from the Company to the DOE, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.15 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

- 4.16 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement.
- 4.17 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.
- 4.18 The DOE shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION V

SPECIAL CONDITIONS OF CONTRACT (GCC)

5.1. Qualifying Criteria:

The bidders shall be qualified on the basis of the following:

- a. The bidder should be an authorised Designated Operational Entity (DOE) of UNFCCC and should have a valid accreditation from UNFCCC for carrying out the Verification of the CDM projects in India for the sector under which the project falls. Their name and addresses should be listed on UNFCCC website as an approved DOE as on the date of opening the bid.
- b. In case, the bid is being submitted by Indian subsidiary/affiliates/operatives/associates of UNFCCC accredited DOE a tender specific letter of authorization from DOE is also required to be submitted and their offices and auditors should be available in India. The bid is to be submitted in Indian Rupees and the payment will be made to the bidder in Indian Rupees only. DOE shall undertake the full responsibility for carrying out the entire job and for technical review and correspondences with UNFCCC, failing which, the bid shall be rejected.

5.2 Scope of work:

The scope of work would cover the 3rd periodic verification for the period 1st Jan 2013 to 31st Dec 2014 of the registered CDM 22.5 MW wind project of RSMML (Registration No 1602) and 4th periodic verification for the period 1st Jan 2013 to 31st Dec 2014 of the registered CDM 15.0 MW wind project of RSMML(Registration No 2613) . The verification must be conducted as per Kyoto Protocol and related rules, related UNFCCC-requirements, regulations, modalities, criteria, guidelines and principles issued from time to time. After verification of each project, report specifying the verified number of CERs for the verifiable period from the projects should be submitted to the CDM Executive Board with a request for issuing of verification certificate.

The verification of the CDM project will be performed based on the validated project design document including the approved baseline & monitoring methodology, the baseline study, the monitoring plan, the validation report, the monitored emissions and emission reduction of GHGs during specified time period against modalities and procedures for the clean Development Mechanism as defined in Article 12 of the Kyoto Protocol, relevant UNFCCC requirements and associated interpretations and host country (India) requirements.

Desk Review: To begin with this step the RSMML will provide the following documents:

The PDD and attached documents, including the most recent monitoring report including the claimed emission reductions for the project.

Verification Visit(s):

The verifier will visit the site at mutually agreed time to verify that actual monitoring systems and procedures are in compliance with the monitoring systems and procedures described in the monitoring plan as a part of registered PDD ; and to evaluate the reported GHG emission reduction data

are accurate, complete, consistent, transparent and free of material error or omission

Submission of final verification report:

Following the completion of the verification assessment, the verification report shall give an overview of the verification process deployed by the verifier in order to arrive at the verification conclusions. All verification findings shall be clearly identified and justified. The verification report shall be provided to the Project Participants, the Parties involved and the CDM Executive Board.

In addition the report shall be made publicly available. Verifier will certify in writing (certification report) that the project activity has achieved the verified amount of emission reductions that would not have occurred in the absence of the CDM project activity in the specified time period. Verifier will inform the project participants, the Parties involved and the Executive Board of its certification decision in writing. This will be done immediately upon completion of the verification process. The certification report will be made publicly available. The certification report will constitute a request for issuance of CERs to the Executive Board equal to the verified amount of emission reductions.

Follow up and intimation of issuance of CERs by UNFCCC

The verification agency will intimate RSMML about any observation from the EB of UNFCCC and undertake necessary follow up actions. Upon issuance of CERs, the verification agency will intimate RSMML about the same.

5.3. Contract period & Time schedule for verification activities:

The period of contract shall be four months from the date of issue of LOA/Work order. The time schedule for various verification activities will be as mentioned under to complete the total work within contract period.

S.NO.	Activity	Time Schedule
1	Desk review/Completeness check	07- days from submission of monitoring report
2	Uploading MR on UNFCCC website.	15 days.
3	On site verification	Within 15- days from completion of webhosting period
4	Submission of draft verification report	Within 10- days from site visit.
5	Closure of CARs/CLs, if any	Within 65- days from issue of LOA/work order
6	Technical review, closure of issues identified and Submission of Final verification report.	Within 110- days from issue of LOA/work order
7	Request for issuance.	Within 7-days of issue of final verification report.

The time specified for completion of work in the tender shall be deemed to be the essence of the work awarded and the successful bidder (s) shall arrange completion of the work within the contract period.

5.4. Compensation for delay in completion of work

(a) Extension of time due to delay caused by RSMML:

DOE shall be entitled for extension of time for completion of the jobs, if delay, impediment or prevention caused is attributable to RSMML, provided the DOE notifies RSMML in writing in this regard within 07- days of occurrence of such impediments and RSMML, if, satisfied with the request of the DOE. No LD in such case will be imposed on DOE.

(b) Maximum compensation of 15% of payable fee at stage 4 & 6 of time schedule clause 5.3, shall be deducted from the payable amount at each stage, if defined activity is not completed within the specified time line as below;

- (1) 5% on delay up to 10 days.
- (2) 10% on delay up to 30 days.
- (3) 15% on delay beyond 30 days.

(c) The above compensation clause is subject to force majeure situation.

(d) The compensation so paid shall not relieve the DOE from his obligations to complete the work or from any other obligations and liabilities under the contract. This is without prejudice to any other rights or remedies of the owner under law or otherwise.

(e) All sums payable by way of compensation and/or compensation under any of the conditions shall be considered as reasonable and genuine without there being any proof of actual loss or damage which shall have been caused /suffered/sustained and which will not prejudice the owner's other rights or remedies as well.

5.5. Confidentiality:

All documents provided by RSMML and verification documents prepared by DOE will be kept confidential. However both RSMML and DOE shall be free to disclose such information as is:

- (a) Known prior to the information being disclosed by the other party or
- (b) Part of the public domain at the time of disclosure.

Moreover, given the consent of RSMML, DOE shall be free to disclose such information as is;

- (a) Required to be disclosed by the CDM executive board in accordance with the CDM modalities and procedures, or
- (b) Required to be disclosed by public authorities in accordance with applicable law.

5.6 PAYMENTS:

Payment shall be released as under;

Mobilization advance on submission of bank guarantee of equivalent amount valid for 3-months.	10%
On issuance of Draft Verification Report	40%
On issuance of Final Verification Report	50%

In case of non submission of bank guarantee, 10% amount shall be released along with 40% payment on issuance of draft verification report.

5.7 RATES TO BE INCLUSIVE

The rates quoted by the DOE shall remain firm and fixed and binding till the issuance of CERs. and shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses, taxes, duties, levies, foreign exchange variation, etc .including service tax. However, increase/decrease in rates of statutory taxes & duties or imposition of new taxes, etc, or vice versa after due date of submission and if applicable for the contract period shall be paid/recovered on production of documentary proof. The company shall be deducting income tax, and other statutory taxes as applicable on the works as per the prevailing rates from the bills of the DOE. RSMML shall not be responsible for any such liability on the DOE in respect of this work and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

Failure of the DOE to Comply With the Provisions of the tender:

- 5.8 If the DOE refuses or fails to execute the work or any separable part thereof with such diligence or fails to perform any of his obligations under the work awarded or in any manner commits a breach of any of the provisions of the tender, it shall be open to the company, to adopt following course of action at it's option, by written notice to the DOE.
- i. To terminate the work awarded .The DOE shall stop forthwith any of the DOEs work, then in progress and handover the work to the company. The company shall be entitled for recovery of cost /compensation to complete the unfinished obligations.
 - ii. Without terminating the contract, to takeover the work of the DOE or any part thereof and complete the same through a fresh contract or by other means at the risk and cost of the DOE.
- 5.9 In the event that the company proceeds in the manner prescribed in above clause then the whole or part of the security deposit furnished by the DOE is liable to be forfeited without prejudice to the other rights of the company.
- 5.10 The amount that may have become due to the DOE on account of work already executed by him shall not be payable to him until after the expiry of six months reckoned from the date of the determination of contract or from the taking over of the work or part thereof by the company as the case may be.
- 5.11. Termination of the work shall not prejudice or affect the rights of the company which may have accrued upto the date of such termination.

PROFORMA FOR EXCEPTIONS AND DEVIATIONS

The bidder is required to stipulate the list of exceptions & deviations, if any in the proforma given below only: Any deviations given elsewhere in the offer will not be considered.

S.No	Description of Section of tender / Page no.	Clause No.	Exceptions & deviations with justifications

Signature of Bidder

Bid Response Sheet No.2

**(To be submitted in separate sealed cover, on letter head
Duly marked "PRICE PART")**

S.No	Particulars (Firm & Fixed in Indian Rupees)	Fee in Rs.
1.	Verification fees. (include travel, lodging and boarding expenses of site visit) (Include all taxes, duty including Service tax.) Fee does not include UNFCCC registration fees and any other CER taxes or fee., it shall be payable by RSMML	

Signature of Bidder