



# **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT  
FOR

**APPOINTMENT OF NABET ACCREDITED EIA CONSULTANT HAVING IN-HOUSE MOEFCC APPROVED / NABL ACCREDITED LABORATORY FOR GRANT OF PRIOR ENVIRONMENTAL CLEARANCES FROM MINISTRY OF ENVIRONMENT, FORESTS AND CLIMATE CHANGE, GOI – NEW DELHI FOR 7-NEW LIMESTONE MINE BLOCKS OF M/S. RAJASTHAN STATE MINES AND MINERALS LIMITED IN TEHSIL JAISALMER DISTRICT – JAISALMER, RAJASTHAN**

e-Tender No. RSMM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020

Issued: On behalf of RSMML

by

**Head & In-Charge (Limestone)**

8-West Patel Nagar, Circuit House Road, Jodhpur-342001 (Raj)

**PERIOD OF DOWNLOADING OF TENDER : From 30.07.2020 to 20.08.2020, 1:00 PM**

**LAST DATE OF ONLINE SUBMISSION : 20.08.2020 up to 3:00 PM**

**DATE OF ONLINE OPENING OF PART-I : 21.08.2020 at 3:30 PM**

**Cost of tender document Rs. 4720/- (Inclusive of GST) Non-Transferable & Non-Refundable.**

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**Registered Office:**

C-89-90, 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 – Limestone:**

8-West Patel Nagar, Circuit  
House Road Jodhpur-342001  
Phone: 0291-2511031,  
Fax: 0291-2511029



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

**SBU & PC – Limestone:**

8-West Patel Nagar, Circuit House Road Jodhpur-342001

Phone No (0291)2511031, Fax: 0291-2511029

Web: www.rsmm.com, Email id: [akjaiswal.rsmml@rajasthan.gov.in](mailto:akjaiswal.rsmml@rajasthan.gov.in)

Ref. e-Tender No. RSMM/SBU-LS/GM(LS)/Cont-05/2020-21

Dated 30.07.2020

## **DETAILED NOTICE INVITING e- TENDER**

Online tender is invited in electronic form through <http://eproc.rajasthan.gov.in> for following works from competent Bidders in two bid system. The brief description of the work is as follows-

Option	Brief description of work	Estimated Contract Value	Bid Security	Contract Period
Part-A	Preparation & submission of EIA/EMP, for <b>Unroi-I &amp; II and Sanu-III Limestone Mine Blocks in Jaisalmer</b> , including its approval by MoEFCC, conducting environmental impact assessment (EIA) report, preparation of executive summary for public hearing by state pollution control board, submission of application for EC and presentation before MoEFCC, Other related work for obtaining Environment clearance from MoEFCC..	Rs 84 lakh	72,000/-	12 (Twelve) Months
Part- B	Preparation & submission of EIA/EMP, for <b>Khuiyala I,II, III &amp; IV Limestone Mine Blocks in Jaisalmer</b> , including its approval by MoEFCC, conducting environmental impact assessment (EIA) report, preparation of executive summary for public hearing by state pollution control board, submission of application for EC and presentation before MoEFCC, Other related work for obtaining Environment clearance from MoEFCC		96,000/-	12 (Twelve) Months
Cost of tender document is Rs. 4720/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur.				
Processing Fee		Rs.1000 /- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading the document		From 30.07.2020 to 20.08.2020 up to 1:00 PM		
Last Date & Time of Submission of bid online		Dt. 20.08.2020 up to 1:00 PM		
Opening of Techno-Commercial Bid		Dt. 21.08.2020 at 3:30 pm, Online		

The tenderer should fulfil following pre-qualifying criteria:

**For participating in the work mentioned either at S.No. PART 'A' or PART 'B', the tenderer shall be pre-qualified on the basis of the following criteria:**

- The tenderer should have minimum turnover of **Rs. 50.00 lakh** in any one of the immediate four preceding financial years 2016-17, 2017-18, 2018-19 & 2019-20, in its own name.
- The tenderer/bidder must have valid accreditation of the EIA consultants by QCI-NABET in Opencast Mining under category "A" Sector EIA Notification (Mining of minerals including Opencast) and having EIA Coordinator, in-house MoEFCC approved laboratory or NABL accredited Lab (covering all parameters of air, water, noise, soil) before the date of opening of techno commercial offers by RSMML.

- iii) The tenderer/bidder must have obtained Environment Clearance of at least 03 opencast non coal mining projects from Ministry of Environment, Forests & Climate Change – New Delhi under EIA notification-2006.

**For participating in Job, the works combined, as mentioned at S.No PART 'A' & PART 'B', the tenderer shall be pre-qualified on the basis of the following criteria:**

- i) The tenderer should have minimum turnover of **Rs.100.00 lakh** in any one of the immediate four preceding financial years 2016-17, 2017-18, 2018-19 & 2019-20, in its own name.
- ii) The tenderer/bidder must have valid accreditation of the EIA consultants by QCI-NABET in Opencast Mining under category "A" Sector EIA Notification (Mining of minerals including Opencast) and having EIA Coordinator , in-house MoEFCC approved laboratory or NABL accredited Lab (covering all parameters of air, water, noise, soil) before the date of opening of techno commercial offers by RSMML.
- iii) The tenderer/bidder must have obtained Environment Clearance of at least 04 opencast non coal mining projects from Ministry of Environment, Forests & Climate Change – New Delhi under EIA notification-2006.

The company reserves the right to accept or reject or cancel any or all tenders without assigning any reason whatsoever. The company also does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal or loss of offer. Offers furnished through Fax/E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website [www.rsmm.com](http://www.rsmm.com), [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and on [sppp.raj.nic.in](http://sppp.raj.nic.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 & EMD and the same shall be reached to the office of undersigned on or before the time specified for submission of techno-commercial part 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. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. 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 criteria laid in tender & only qualified bidders will be informed about price bid opening.

The tenderer who have been suspended or banned by the Company shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

**Head & In charge (Limestone)**

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

## Section 2

### DEFINITION & INTERPRETATION

- 2.0 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 2.01 “**Contract**” shall mean an agreement between consultant and RSMML for performing the work as defined in the tender document.
- 2.02 “**Completion Period**” shall mean the time permitted for completion of the entire Scope of Work and to the complete satisfaction of the RSMML.
- 2.03 “**Contract document**” shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document, or its constituent documents.
- 2.04 “**Contract Rate**”/“**Schedule Rate /Rate of Remuneration**” shall mean rate entered in figures and words in schedule/s by the Consultant and accepted by the RSMML as payable to the Consultant for preparation & submission of EIA/EMP, for **7-new limestone mine blocks in district Jaisalmer**.
- 2.05 “**Consultant (s)**” shall mean the person or persons, firm or company whose tender has been accepted by the RSMML and shall include the consultants legal representatives, his successors, executors, permitted assignees with whom the RSMML shall enter into contract agreement for providing Project Consultancy Services for successful completion of the Scientific/Technical studies as per scope of work.
- 2.06 “**DLOA**” means the letter/ Fax of Acceptance issued by RSMML conveying its acceptance of bid to successful bidder.
- 2.07 “**Effective Date**” means the date of Issuance of Letter of Acceptance (LOA).
- 2.08 “**Managing Director**” shall mean the Managing Director of RSMML or his successor in the office as designated by the company.
- 2.09 “**General Manager (Limestone) / Head & in-charge (Limestone)**” shall mean the General Manager (Limestone) of SBU and PC-Limestone of RSMML or his successor in office.
- 2.10 “**Officer-in-Charge**” shall mean the individual so designated in writing by the RSMML to Consultant to be the RSMML’s authorised representative to make day to day decisions. For the purpose of this contract all communications addressed to the RSMML’s representative and delivered shall be deemed to have been received by the RSMML.
- 2.11 “**Mineral Concession Rules**” shall mean the rules made by the Central Gov. in exercise of the power conferred by section 13 of MMDR Act, 1957(67 of 1957) these rules are called here Mineral Concession Rules.
- 2.12 “**Mines and Minerals (Development and Regulation) Act, 1957**” shall mean an Act to provide for the regulation of mines and the development of minerals under the control of the Union. Be it enacted by Parliament in the Eighth Year of the Republic of India.
- 2.13 “**MoEF& CC**” shall mean Ministry of Environment, Forests & Climate Change (MoEF& CC) which is the nodal agency in the administrative structure of the Central Government for the planning, promotion, co-ordination and overseeing the implementation of India's environmental and forestry policies and programmes.
- 2.14 “**Project Site(s)**” means the area of 7 new limestone mine blocks in district Jaisalmer, adjoining areas and any other area required to be covered for execution of this assignment.

- 2.15 “**RSMML/RSMML**” means Rajasthan State Mines & Minerals Limited having its registered office at 89-90, Jan path, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur, Rajasthan.
- 2.16 “**Specification**” means and shall include the details, designs, drawings, statements of technical data equipment characteristics physical or chemical properties and all such particulars and documents mentioned in the tender document.
- 2.17 “**Tender/Bid**” shall mean the tender / bid submitted by the tenderer /bidder for consideration & acceptance by the Company.
- 2.18 “**Tenderer/Bidder**” shall mean the person, Firm/Company/Corporation submitting a tender/bid against the Invitation for Tender/Bid and shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.
- 2.19 “**UNFC Code**” shall mean classification of a mineral deposit having the three-dimensional system with the following three axes: Geological Assessment, Feasibility Assessment and Economic viability.
- 2.20 “**NABET**” shall mean National Accreditation Board for Education and Training. Set and maintain criteria for the registration of personnel in the practice and assessment of Quality & Environment Management Systems.
- 2.21 “**Work**” shall mean all activities required for the completion of Preparation & submission of EIA/EMP and obtaining EC under EIA Notification-2006 & amended later on from Ministry of Environment & Forest & Climate Change, GoI New Delhi for **new limestone mine blocks** with reference to the scope of work and the obligation to be undertaken by the consultant to this contract.

## Section 3

### INSTRUCTIONS TO THE TENDERER

#### 3.1 INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" 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 uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A scanned copy of EMD, e-Tendering processing fee and cost of bid document receipt must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure I, II & V of tender document should be kept in a sealed envelope addressed to Head & In charge ( Limestone)/ General Manager (Limestone), SBU & PC Limestone, RSMML, 8-West Patel Nagar, Jodhpur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top of envelope for clarity. This envelope should be submitted in the office of the Head & Incharge (Limestone)/ General Manager (Limestone), SBU & PC Limestone, RSMML, 8-West Patel Nagar, Jodhpur on or before the scheduled submission date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same the offer of the tenderer shall be rejected.
- v. The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- vi. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved and as to what all works he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.
- vii. The tenderer, at his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store god owns etc and all other factors involved in the proper execution of works. The Limestone unit Incharge of work site may be contacted to familiarize with the work including visit to work site.
- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details



required for execution of work.

- ix. All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

### **3.2 TENDER PROCEDURE**

- 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 and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and 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 provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and 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 found tampered, the Bids will be summarily rejected.

### **3.3 TENDER DOCUMENT FEE**

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

### **3.4 E-TENDERING PROCESSING CHARGES**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

#### **COST OF BIDDING:**

- 3.5 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 if the company decides to withdraw the "Invitation for tender" or modify the tender documents.

#### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER:**

- 3.6 The tender document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender. All scan papers to be uploaded should also bear the stamp of the tenderer.
- 3.7 Tenderer, 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.

- 3.8 The Company takes no responsibility for delay, loss or non-receipt of tender fees and other document sent through Post/Courier service.

**CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

- 3.9 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 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 7 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 clarification will constitute addenda/corrigenda to and be read as part of the tender document.
- 3.10 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.
- 3.11 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other 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:**

- 3.12 Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender 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 by the company.
- 3.13 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

**CURRENCIES OF THE BID AND PAYMENT:**

The Tenderer shall quote the unit rates and prices entirely in Indian Rupees.

**3.14 TECHNO COMMERCIAL OFFER:-**

The Technical Bid Form will be in online format. The tenderer should download Technical Bid Form, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded along with Part I of the offer

- a) Earnest Money Deposit in the manner specified in tender document.
- b) Power of Attorney in favour of the authorized representative signing the tender, as required.
- c) Attested Certificate of Incorporation/ Memorandum & Article of Association/ Partnership deed duly certified by the Company Secretary/ Gazette Officer/Notary Public / Magistrate 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.
- d) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- e) Copy of valid certificate of QCI-NABET Certificate of EIA Consultant
- f) PAN no, Goods & Service Tax Registration Number.
- g) Duly filled form no. 1to6 of tender document
- h) Details of present commitment as per format Form-3.
- i) "Exceptions & deviations statement" to be submitted by the tenderer as per format form 5.
- j) Undertaking/affidavit as per annexure A, declaration as per annexure E of tender document



- k) Any other document as specified in the tender document or as required in support of pre-qualification criteria of tender document
- 3.15 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 uploaded, 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/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised 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.
- 3.16 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/attested copies of documents are not uploaded along with the techno-commercial bid or any information/ document is found to be false/ fabricated/ misleading.
- 3.17 The company reserves its right to call for any addition information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.
- 3.18 It is to be noted that tender will be qualified on the basis of documents submitted along with the offer. The disqualification due to non-submission of the requisite documents / duly attested / non legible documents along with the offer will be the sole responsibility of the tenderer.

3.19 **PART-II 'PRICE BID(BOQ):**

- i) The 'Price Bid' shall be submitted online in the prescribed format only. The tenderer is to quote the rate only for the relevant part of BOQ-1 /BOQ-2 for tendered work ( Part A or Part B) in the prescribed price format in BOQ 1 & BOQ 2 (**whichever is applicable**) as provided in the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.

**NOTE:- Bidders opting for only one option out of part A & Part B work shall quote relevant BOQ-1/2 , as the case may be. Bidders opting for combined work shall quote the rates for both BOQ1 & BOQ 2. Price quoted in elsewhere/other options shall be summarily ignored. Any error in quoting the rates may result into disqualifying the bidder from financial evaluation.**

- ii) The rates are to be quoted in Rupees and in the prescribed price bid Performa available online.
- iii) While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

**EVALUATION OF PRICE BID**

- 3.20 The price bids of the techno-commercially qualified Tenderers will be evaluated to determine the lowest bidder for each option separately (i.e. Part A & Part B) as offered [in prescribed price format Performa BOQ1 & BOQ2 respectively]. Determination of lowest tenderer will be made on the basis of the lowest quoted rate offered for the total contract work (option wise separate for each option) and will be considered as L1 bidder.

**DEADLINE FOR SUBMISSION OF BIDS:**

- 3.21 The Bids will be received up to the specified time only.
- 3.22 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause mentioned elsewhere in the tender document, in which case all rights and obligations of the Company and of the Tenderer, which were previously subjected to the original deadline will then be subjected to the new deadline.

**LATE BID:**

- 3.23 Any Bid after the deadline prescribed in NIT due to any reason whatsoever will not be accepted

### **OPENING OF THE TENDER:**

- 3.24 The Part-I –Techno Commercial Bid of the offer will be opened as per the date & time mentioned in NIT.
- 3.25 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 DEVIATION:**

- 3.26 Tenderer 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 tenderer should mention the deviations at their risk of rejection only in 'Form-5'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

### **BID SECURITY /EARNEST MONEY (EMD):**

- 3.27 The tenderer must pay Earnest Money as per DNIT in the form of crossed demand draft(having validity of three month) in favour of "RSMML" and drawn on any bank at Jodhpur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected. No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security of the tenders whose bid is not found to be acceptable based on pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The bid Security deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.28 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.
  - ii) If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
  - iii) If the successful bidder 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.
  - v) If the successful bidder fails to commence to work within the stipulated period.

### **VALIDITY:**

- 3.29 Tender submitted by tenderer shall remain valid for acceptance for a period 120 (One Hundred twenty) 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 during the period of 120 (One Hundred twenty) 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 and tender will not be considered for further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extent period of validity for a specified additional period. The request and the tenderer's 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**

- 3.30 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria.

- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the Bidding documents.

3.31 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specification of the Biding 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**

3.32 The techno-commercial bids of substantially responsive tenderer's 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.

3.33 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.

3.34 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.

3.35 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

### **PROCESS TO BE CONFIDENTIAL**

3.36 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.

3.37 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

3.38 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. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance")

3.39 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

### **SIGNING OF THE CONTRACT AGREEMENT**

3.40 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 successful tenderer/consultant.

3.41 The contract agreement shall consist of –

- (i) An agreement on non-judicial stamp paper of appropriate value,
- (ii) Tender document, along with the addenda/corrigendum, if any.
- (iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- (iv) Agreed Variation, if any,
- (v) Any other document as mutually agreed.

### **RIGHTS OF COMPANY**

3.42 The Company reserves the right –

- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
- 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 it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.
- v) Any canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.

3.43 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**

3.44 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 Consultant's calculated and wilful 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 Bid security /Security Deposit .

### **CODE OF INTEGRITY & CONFLICT OF INTEREST**

3.45 Any person participating in the tendering process shall be subject to code of integrity and shall disclose conflict of interest, as defined in rule 80 and should not have a conflict of interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013. Appropriate actions against such bidder in accordance with section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified. Bidder shall be required to provide a declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in support of their qualification, as per annexure given in the tender document.

### **APPEALS**

3.46 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 with in 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 feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

### **DECLARTIONS TO BE MADE & SUBMITTED BY THE BIDDER**

3.47 The following specific declarations/ undertakings/ affidavits are required to be made and submitted by the tenderer/bidder in the respective formats which are described at the end in this document as Forms-1 to 6. These are to be provided in appropriate manner on letter heads/ appropriate stamp paper as mentioned in respective formats. The affidavits/declarations on stamp/ letter

heads are required to be submitted in original and scan copy of same should be uploaded online in the bid.

1. Form 1: Letter for submission of tender
2. Form 2: General information about the tenderer including PAN & GST
3. Form 3: Information regarding details of work of similar type & quantum carried out in the past 4 years by the tenderer and Technical manpower & equipment details with tenderer
4. Form 4: Turnover of last four years & Bank Details
5. Form 5: Exceptions & Deviations
6. Form 6: Price Offer (Blank). The Rate should be quoted through BOQ and submitted online as per e-tendering process.
7. Annexure-A: Undertakings per tender format
8. Annexure-E & G: under The Rajasthan Transparency in Public Procurement Rules, 2013 i.e Declaration by the Bidder regarding Qualifications
9. Power of Attorney in favour of the authorised representative signing the tender
10. In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.
11. Copy of valid certificate of QCI-NABET Certificate of EIA Consultant

#### **INTERFERENCE WITH PROCUREMENT PROCESS**

3.48 In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- 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 with fine under RTPP Act which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

## **SECTION 4**

### **General Conditions of Contract**

#### **INTERPRETATION OF CONTRACT DOCUMENT:**

- 4.1 Except 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 contract 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 and Special Conditions of Contract, 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 (SD) minimum of Rs.5,00,000/- (Rupees four Lac Only) for each option or 10% of the contract value as worked out by the awarded contract rate, with whichever is higher.
- 4.5 The total contract value will be calculated on the basis of contract rate of remuneration payable to the consultant for the awarded work of total contract period.
- 4.6 The successful Tenderer shall furnish a security deposit as above through Demand Draft /Banker's Cheque /Bank Guarantee/e-Payment in favour of RSMML, Jodhpur within 30 (Thirty) days of the issuance of such communication of acceptance of tender/letter of acceptance but before the release monthly payment of first running bill, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only on the approved format of the company issued by all public sector banks (Except SBI), ICICI Bank, HDFC Bank and AXIS Bank having its branch at Jodhpur on Non-Judicial Stamp Paper of 0.25% of BG value subject to maximum of 25,000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee /Security in any other mode shall be valid for the entire contract and / or extended period, if any, plus a grace period of six months. The Company shall entitle to encash the same and appropriate the whole of the amount or part thereof against its claims / dues or sums payable as contained herein.
- 4.7 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Consultant 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 Consultant and the Consultant has rendered. "No claim and No dues Certificate" to the Company.
- 4.8 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Consultant either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature termination of the contract due to defaulter of the consultant, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Consultant.
- 4.9 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.
- 4.10 All compensation or other sums of money payable by the Consultant 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 Consultant from the company on any account and in the event of the such



amount being insufficient the Consultant 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.

- 4.11 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 Consultant. The Consultant shall pay to the company on demand any balance remaining due.
- 4.12 In case the Bank Guarantee is invoked for any reason/s, the Consultant 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 (Thirty) days from the date of invoking of original Bank Guarantee.
- 4.13 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Consultant 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.
- 4.14 No interest is payable on S.D. amount.
- 4.15 In case of enhancement of quantum of work, due to any reason, the consultant shall furnish additional security amount. This security amount will be progressively recovered from the payment due to the consultant.

**CONSULTANT TO BE LIABLE FOR ALL PAYMENTS TO HIS WORKERS / EMPLOYEES:**

- 4.16 The consultant 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.

The consultant 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.

The company shall not pay any additional amount on any such account. The only remuneration payable to the consultant by the company will be on the basis of accepted rates and work executed thereof.

**GOODS AND SERVICE TAX & TAX DEDUCTION AT SOURCE:-**

- 4.17 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- 4.18 The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- 4.19 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 4.20 In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 4.21 RSMML will reimburse/recover at actual any tax/duties which are imposed/ increased/ withdrawn/ decreased after the date of submission of offer & are directly applicable to this contract and

payable by the contractor/recoverable by RSMML, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof

**WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.22 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 hereof and such powers shall be exercisable in the event of any further case of default be the Consultant, the consultant shall be liable to pay compensation amount to the Company, the consultant shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Consultant for past and future compensation shall remain unaffected.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

- 4.23 The Consultant 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 Consultant.

**NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

- 4.24 The Consultant will 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 Consultant.

**NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

- 4.25 If 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 consultant, 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 specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**INSURANCE:**

- 4.26 Under the insurance scheme the consultant shall be required to get comprehensive insurance plan, Universal Health Insurance policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. The management on this account shall reimburse no amount.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

- 4.27 Should any discrepancy occur between the various instructions furnished to the Consultant, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Consultant's staff, the Consultant 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.

**SAFETY, SANITARY & MEDICAL FACILITIES:**

- 4.28 The Consultant and/or his sub-consultant and their employees, at Consultant's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In

case of violation or non-observance of any of the aforesaid provisions by the Consultant the same shall be enforced by the Engineer-in-Charge at the Consultant's expenses.

- 4.29 The Consultant shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.30 The Consultant shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.31 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Consultant shall provide toilets for the use of the employees at the work site at his cost.
- 4.32 First aid facilities and supplies as required by the rules for the time being in force or to come in force in near future shall be kept on the work site by the Consultant at his cost. The Consultant at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with it.

#### **COMPANY MAY DO PART OF WORK:**

- 4.33 Upon failure of the consultant which includes sub-consultant/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, or also engages another Consultant to carry out the work at the risk and cost of the Consultant. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Consultant, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Consultant shall be bound by such decision of the Company.

#### **POWER TO ORDER SUSPENSION OF WORK:**

- 4.34 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the consultant 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 Consultant 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 Consultant. The Consultant shall not be entitled for any extra payment in case of such suspension. The Consultant without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Consultant is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the consultant 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 making some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the consultant.

#### **CHANGE IN CONSTITUTION:**

- 4.35 The Consultant 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.

#### **COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

- 4.36 The consultant 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 as applicable to this work .Non-compliance of the provisions/ stipulations of the those Acts and rules made there will render the Consultant liable to payment of necessary compensation/penalty, as deemed fit by the Company.

#### **COMPENSATION AND LIABILITY:**

- 4.37 The consultant at his cost shall affect insurance for all the consultant's employees and persons engaged in the performance of the contract. If any of the work is sublet the consultant shall require the sub-consultant to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Consultant's insurance.
- 4.38 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 consultant, 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 Consultant shall be bound by such decision of the Engineer-in-Charge.
- 4.39 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 consultant or any of his sub-consultant or third party etc and the Consultant 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.

#### **FORCE MAJEURE:**

- 4.40 Neither the Consultant nor the RSMM 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 the Directorate of Mines Safety , other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or, 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. 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 CONSULTANT:**

- 4.41 Any notice hereunder may be served on the Consultant or his/its duty authorized representative at the work site or may be served by registered mail directly to the address furnished by the Consultant. Proof of issue of any such notices shall be conclusive of the fact that the Consultant having been duly informed of all contents therein. The consultant shall furnish to the Company, the name, designation and addresses of his/its authorized representative at the work site.

#### **TERMINATION:**

- 4.42 If the Consultant 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 provisions of the contract, it shall be open to the Company in its option, by written notice to the consultant: -

- (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 consultant 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 Consultant and the consultant 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 Consultant or any part thereof and complete the same through any other agency at the risk and cost of the consultant and the contract, 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.
- 4.43 Before determining the contract, as aforesaid, and provided that, in the judgment of the company, the default or defaults committed by the consultant is or are curable or may be cured by the Consultant if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Consultant to cure the default within such time as may be specified in the notice.
- 4.44 In the event of the Company proceeding in the manner herein above prescribed:-
- (a) The whole of the Security Deposit furnished by the Consultant or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Consultant, 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 consultant, as may be deployed / used for the work.
- (b) The money that may have become due to the Consultant 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 fully workmanship in respect of such work shall, under the contract rest exclusively with the Consultant and shall be subject to deduction of all amounts due from the Company to the Consultant, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.45 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the consultant 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 Consultant.
- 4.46 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

#### **SUBLETTING OF THE WORK:**

- 4.47 Successful Bidder will not sublet the work to any other agency.

#### **DISPUTE, JURISDICTION:**

- 4.48 The place of the contract shall be Jodhpur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the MD, RSMML shall be final and binding.
- 4.49 No courts other than the courts located at Jodhpur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.50 The consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.



## SECTION-5

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 5.1 APPLICABILITY:

These terms and conditions are in addition to the General terms and conditions specified in earlier Sections of this tender document. These special terms and 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, and Lignite etc. and diversified in generation of green energy

#### 5.3 LOCATION AND ACCESSIBILITY OF SITE:

RSMML is already operating its two-mining lease area of SMS grade limestone near village Sanu in district Jaisalmer since 1987-88 and supplying limestone to steel plants of the country.

The proposed work for obtaining Environmental Clearances(as per MoEFCC Notification) for each mine block separately of 7 New SMS Grade Limestone Blocks situated in tehsil 7 district Jaisalmer, Rajasthan from Ministry of Environment, Forests & Climate Change, GOI – New Delhi. The Blocks of SMS Grade Limestone are reserved by ministry of Mines , Government of India in favour of RSMML under section 17(A)(2) of MMDR Act,1957 vide letter no. 4/10/2015-M. IV dated 30.09.2019. State government has issued notification on 9th January 2020 from the office of Mines Department, Govt of Rajasthan for grant of blocks in favour of RSMML and was published on 6<sup>th</sup> February 2020 in the Rajasthan Gazette. RSMML had submitted ML applications for all seven Blocks with DMG, Rajasthan and now state government is in process of grant Mining Lease over these blocks in favour of RSMML.

The area was explored in detailed by state DMG during year 1987-92 in 400m x 400m grid by exploratory core drilling (G-2 Level Exploration, Indicated Mineral Resource-332) and the core were chemically analyzed at their central laboratory, Udaipur. The Reserves in prospecting report were estimated by DMG considering 100 % recovery. However, looking to the specific physical parameter for use of this limestone in steel industry i.e. sized limestone in 30 mm to 80 mm range; the recoverable limestone arrives to only 45-47%. The under lying chalky limestone is bedded limestone is having good recovery.

The blocks are located in western part of Rajasthan near village Khuiyala/Unroi/Sanu in tehsil & district Jaisalmer and falling in part GT sheet number 40I/8 &/or 40I/11 of survey of India. Existing Sanu-I & II mines of 19.98 sq KM area is just adjacent to Proposed Sanu-III mine block and around 10-15 KM from Khuiyala/Unroi blocks. The area is around 60 KM from Jaisalmer in West Direction and around 15-20 Km from Sanu Village. The Village Sanu is well connected by Tar Road (BRO road) and situated on Jaisalmer-Ramgarh route. The Mine blocks are also connected with village Sanu by Tar road. The nearest railway station is Jaisalmer. Nearest big town in Ramgarh. Major industrial sector is Ramgarh Gas based Thermal Power Plant (GTPP) located near to village Ramgarh. No other major industries in nearby areas.. A new terminus railway station is under construction at Village Sonu. It will also be used for mineral loading. Almost negligible habitation in the block areas. No R&R activities is required under the project, however, the bidder has to assess, it if required, during study.

The blocks are the part of Khuiyala Limestone deposit of Eocene Age& located in the nearby vicinity of existing Sanu Mines of RSMML. The limestone is generally exposed on the surface. Majority of the land in the area is government waste land. Area is free from forest land. The area is characterized by rolling topography.

Proposed limestone mine blocks of m/s. Rajasthan State Mines & Minerals Limited in tehsil



Jaisalmer district Jaisalmer are given hereunder-

Job	Name of Limestone Mine Block	Lease Area	Annual Capacity	Location	Distance
Part-A	Unroi – I	9.98 Sq. Km	Upto 2.0 MTPA steel grade Limestone with ROM handling 4.45 MTPA for each mine block	Adjoining and having common lease boundary	Unroi blocks Distance 2.3 KM from Khuiyala Cluster Block
	Unroi – II	9.98 Sq. Km			
	Sanu - III	8.735 Sq. Km		Adjoining to existing Sanu-1 & 2 mines of RSMM	Distance 12.5 KM from Khuiyala Cluster Block
Part-B	Khuiyala – I	9.44 sq. KM		Adjoining and having common lease boundary	Khuiyala blocks
	Khuiyala – II	5.68 Sq. KM			
	Khuiyala – III	8.80 Sq. Km			
	Khuiyala - IV	9.28 Sq. Km.			

**Note:** Bidders can bid for Part-A or Part B or Both parts. Rate shall be quoted for each mine separately for respective part.

#### 5.4 PRE-QUALIFICATION CRITERIA

Tenderer shall be pre-qualified on the basis of the following criteria:

**For participating in the work mentioned either at S.No. PART ‘A’ or PART ‘B’, the tenderer shall be pre-qualified on the basis of the following criteria:**

**For the Job under PART-A or PART-B**

- The tenderer should have minimum turnover of **Rs. 50.00 lakh** in any one of the immediate four preceding financial years 2016-17, 2017-18, 2018-19 & 2019-20, in its own name.
- The tenderer/bidder must have valid accreditation of the EIA consultants by QCI-NABET in Opencast Mining under category “A” Sector EIA Notification (Mining of minerals including Opencast) and having EIA Coordinator , in-house MoEFCC approved laboratory or NABL accredited Lab (covering all parameters of air, water, noise, soil) before the date of opening of techno commercial offers by RSMML.
- The tenderer/bidder must have obtained Environment Clearance of at least 03 opencast non coal mining projects from Ministry of Environment, Forests & Climate Change – New Delhi under EIA notification-2006.

**For participating in Job, the works combined, as mentioned at S.No PART ‘A’ & PART ‘B’, the tenderer shall be pre-qualified on the basis of the following criteria:**

- The tenderer should have minimum turnover of **Rs.100.00 lakh** in any one of the immediate four preceding financial years 2016-17, 2017-18, 2018-19 & 2019-20, in its own name.
- The tenderer/bidder must have valid accreditation of the EIA consultants by QCI-NABET in Opencast Mining under category “A” Sector EIA Notification (Mining of minerals including Opencast) and having EIA Coordinator , in-house MoEFCC approved laboratory or NABL accredited Lab (covering all parameters of air, water, noise, soil) before the date of opening of techno commercial offers by RSMML.
- The tenderer/bidder must have obtained Environment Clearance of at least 04 opencast non coal mining projects from Ministry of Environment, Forests & Climate Change – New Delhi under EIA notification-2006.

The company reserves the right to accept or reject or cancel any or all tenders without assigning any reason whatsoever. The company also does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal or loss of offer. Offers furnished through Fax/E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders.

## 5.5 SCOPE OF WORK

Completer process including approval of TOR, Preparation & Submission of EIA/EMP report , public consultation and obtaining EC from MoEF&CC under EIA notification-2006 & updated later on for Limestone Mine Block of Unroi-I & II (27°07'34.41131"-27°10'54.51012"N and 70°29'06.87719"-70°31'45.31054"E), Sanu-III (27°18'36.31957"-27°19'53.42430" N and 70°33'26.62113"-70°33'49.35253"E) and Khuiyala I,II,III & IV (27°07'21.53951"-27°12'20.85842"N and 70°24'08.48875"-70°27'03.60445"E) of Tehsil and District Jaisalmer, Rajasthan

The brief Scope of work includes for obtaining Environmental Clearances for each mine block separately of all New SMS Grade Limestone mines Block situated in tehsil and district Jaisalmer, Rajasthan (as per MoEFCC Notification) from Ministry of Environment, Forests & Climate Change, GOI–New Delhi.:

- (i) The consultant shall undertake complete end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest & Climate Change (MoEFCC) as per EIA Notification, 2006 and amendments thereof, including but not limited to the preparation of Terms Of Reference (TOR), Environment Impact Assessment (EIA) Report/ Environment Management Plan (EMP) etc..

### **Obtaining ToR from MOEFCC, New Delhi. (SCOPING)**

- (ii) Visit the project before the initiation of work and collection of all necessary information / data etc. It will be the responsibility of Successful Bidders to collect all the information of the area by field visit.
- (iii) Fill all forms, applications, questionnaire and others details for Terms of Reference (ToR) and all related online applications required for obtaining EC. Further, bidder will be responsible to compile all the issues pertaining to environmental/pollution aspects as & when required by statutory agencies.
- (iv) Preparation of Draft Form 1, Pre-feasibility Report & Draft ToR etc in consultation with RSMML.
- (v) Preparation of Final Form 1 (4 copies in hard and soft in word as well as in pdf format), Pre-feasibility Report (4 copies in hard and soft in word as well as pdf format) & Draft ToR(4 copies in hard and soft in word as well as in pdf format)etc. as per the feedback received from RSMML and in line of guidelines issued by MoEFCC in this respect.
- (vi) Online & offline submission of Application of ToR with Ministry of Environment, Forests & Climate Change (MOEFCC), GOI – NewDelhi on PARIVESH portal.
- (vii) Follow up with MOEFCC for ToR as well as preparation and submission of reply to MOEFCC, if any query / information rose in EDS.
- (viii) Preparation, printing and binding (15 colour copies of all the pages in hard and soft in power point as well as pdf format) of presentation for ToR. at MoEFCC , New Delhi
- (ix) Preparation, printing and binding of Annexure 1 (15 copies in hard and soft in word as well as pdf format) for submission to MOEFCC for ToR.
- (x) Presentation of ToR in MOEFCC, New Delhi as per date, time & venue will be in the scope of bidder only. If MOEFCC raise some queries through ADS or in writing then preparation and submission of reply online/offline to MOEFCC as well as further presentation to MOEFCC till the grant of ToR.
- (xi) All Necessary action as well as follow up with MOEFCC, if any amendment or modification, require in ToR granted.
- (xii) Consultant has to bear all the expenses of his representative(s) towards visit to MOEFCC, RSMML Jodhpur Office and Project or other areas from where it has to collect data/information etc. No extra cost shall be given on this account.

### **Baseline Data generation /Field Environmental Monitoring**

- (xiii) Collection of Baseline Data/Environmental Monitoring to be conducted for any season except monsoon in accordance to National Ambient Air Quantity Standards and as per MOEFCC guidelines and EIA Notification at different locations of project (core & buffer zone as per guidelines/ToR), along with other information and necessary documents as well as studies as per the requirement of ToR granted by MOEFCC. Boarding/Lodging and transportation etc. of Successful Bidders team shall be borne by Successful Bidders only.
- (xiv) Collection of certificates such as area does not fall in Protected/Reserved Forest/ Wildlife sanctuary etc, Authentication list of Flora/Fauna, Preparation of conservation plan. Preparation of Land Use Plan (Existing land use details) i.e., details of Land-use breakup of the lease area and study area should be based on land use - details of agricultural land, forest land, wasteland, grazing land, surface water bodies, rain water harvesting scheme, settlements etc., Carrying out EIA as per MoEFCC Guidelines & ToR granted by MOEFCC

### **Preparation of Draft EIA-EMP Report and Conducting Public Hearing (PH) Process**

- (xv) Preparation of Draft EIA-EMP Report (Maximum 15 Copies in hard and soft in word as well as pdf format) as per the guidelines of MOEFCC and requirement of ToR granted by MOEFCC along with colour printing of all-important pages, all pictures, photos, graphs and maps with spiral/hard sheet binding etc.
- (xvi) Submission of Draft EIA-EMP Report (Maximum 15 Copies in hard and soft in word as well as pdf format) (as per TOR, latest EIA Notification and further amendments) along with all necessary documents in Rajasthan State Pollution Control Board as well as to the statutory agencies including the Members of MOEFCC EAC Committee – non coal, New Delhi. Preparation, Printing, Binding and submission of Summary (15 Copies in hard and soft in word as well as pdf format) of EIA-EMP Report in English as well as Hindi Language. Further, Successful Bidders has to be responsible to coordinate with Rajasthan State Pollution Control Board for all the necessary actions/arrangements at the venue of public hearing for the successful conduction and completion of public hearing.
- (xvii) Consultant shall be responsible for the preparation and printing of presentation with binding (15 Copies in hard and soft in power point as well as pdf format) for public hearing and assistance in the reply of the queries / observations received from various agencies / persons before and after public hearing in reference to EIA-EMP or EC etc. RSMML will provide one person to present the presentation of Public Hearing in Rajasthan language during public hearing.
- (xviii) Assistance in preparation of reply of all the issues / queries observed during public hearing and finalization of final EIA-EMP report as per TOR, latest EIA Notification with amendments & MOEFCC latest guidelines /circulars/ orders and incorporation of all issues along with their solutions observed in public hearing.
- (xix) The cost of lodging / boarding etc. of Successful Bidders team during public hearing shall be borne by Successful Bidders only.

### **Submission of Final EIA-EMP with Questionnaire in MOEFFCC for EC Appraisal.**

- (xx) Preparation, Printing with Binding (15 Colour Copies in hard and soft in word as well as pdf format) & online & offline Submission of Final EIA-EMP Report with Mining Questionnaire, Public Hearing Proceedings, necessary supporting documents and others etc. to MOEFCC, GoI – New Delhi and all Members of MOEFCC EAC Committee – Non Coal, New Delhi for the Appraisal of Environment Clearance and further follow up till grant of EC with MOEFCC.
- (xxi) Preparation and Colour Printing of Presentation (15 Copies in hard and soft in power point as well as pdf format) for EC Appraisal with binding.
- (xxii) Preparation, printing and binding of Annexure 1 (15 copies in hard and soft in word as well as pdf format) for submission to MOEFCC before EC Appraisal Presentation.

- (xxiii) Presentation to EAC– non coal of MOEFCC, GoI–New Delhi will be in the scope of bidder only. Successful Bidders has to bear all the expenses of their representative(s) during meeting at MOEFCC – New Delhi.

### **Obtaining EC from MoEFCC**

- (xxiv) If, EC not granted in first attempt, all necessary actions have to be taken to resolve the issues/queries, preparation of reply through ADS or by post including colour printing, binding and its submission at MOEFCC, GoI- New Delhi.
- (xxv) Further, till the grant of Environment Clearance from Ministry of Environment, Forests & Climate Change GoI–New Delhi, Successful Bidders will be overall responsible for the preparation, printing, binding and submission of reply and further presentation at MOEFCC.
- (xxvi) Consultant will be overall responsible for the obtaining MOEFCC, GoI–New Delhi by process right from the preparation and submission of application for ToR till the grant of EC as per the guidelines of ToR, EIA Notification 2006 and further amendments thereof and other MOEFCC / RSPCB guidelines.
- (xxvii) Consultant shall assist RSMML in defending on all aspects pertaining to these projects with statutory agencies and will attend all the scheduled meetings and shall be maintaining liaison pertaining to Environment Clearance with MoEFCC and EAC authorities.
- (xxviii) If MoEFCC or any other statutory Agency of Govt. of India published any notification/ amendment during period of contract, Consultant has to also incorporate the same in the procedure for obtaining Environment Clearance for each Mine.
- (xxix) Only QCI-NABET accredited EIA consulting organization within house MoEFCC approved or NABL accredited labs will be engaged during EIA-EMP preparation as well as all the various presentations in MOEFCC. It is also compulsory that the same NABET qualified persons should be depute for the presentations in MOEFCC for EC Appraisal, who were involved in preparation of EIA-EMP report of these projects or aware with these project and their EIA-EMP's.
- (xxx) Consultant shall have full and final responsibility to get the Environment Clearance for each mine project within stipulated time period.
- (xxxi) In case of expiry of validity of NABET Accreditation, Bidder shall be responsible to complete the work on their cost as well as risks and RSMML will not bear any expenses in such incidence.

The bidder shall study the tender documents very carefully. He may visit the site with prior intimation to RSMML at his own risk and cost to satisfy himself as to the local conditions, the accessibility of the site, the conditions of working and the execution of the contract generally before submission of tender. No claim on grounds of want of knowledge in such respect will be entertained. After opening of the tender, if a bidder expresses his unwillingness /inability to accept the contract to the quoted rate and / or terms and conditions of the contract, then the earnest money of the bidder will be forfeited, and the bidder may be blacklisted.

The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time without any notice or assigning reasons and the Consultant has to abide by the same.

## **5.6 PRICE NEGOTIATION**

- i. Negotiations if required will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- ii. In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii. In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

5.7 **TIME & PAYMENT SCHEDULE OF WORK**-Shall be as under for each mine project.

S. No.	Work	Tentative Time Schedule	Payment Schedule on completion of different stages
1	After successfully submission of TOR Application in MOEFCC	<b>One Month</b> from date of DLOA	<b>10%</b>
2	After obtaining TOR from MOEFCC	<b>Two Month</b> after submission of TOR application	<b>15%</b>
3	Conducting environmental impact assessment studies, collection of base line data, preparation and finalization of environmental impact assessment (EIA) report as per ToR, preparation of executive summary for public hearing by state pollution control board etc.	<b>five months</b> from date of DLOA	<b>20%</b>
4	<b>Public consultation process:</b> Public Hearing (PH) by State Pollution Control Board with pursuance for their recommendation to Ministry of Environment and Forest & Climate Change ,Government of India ,New Delhi .	<b>seven months</b> from date of DLOA	<b>15%</b>
5	Finalizations of EIA/EMP Report and submission of Application for environment clearance to MOEF&CC for EC.	<b>Two months</b> after PH	<b>10%</b>
6	Presentation before EAC, MOEF&CC, Gol New Delhi for Environment Clearance, EAC recommendations for approval by MOEF &CC.	<b>Three months</b> Subject to date given for presentation by MoEF&	<b>15%</b>
7	Grant of EC for the mine project by MOEF&CC.	thereafter its approval.	<b>15%</b>

Note: the requisite number of Reports & Documents as prepared by the Consultant shall be provided for submission at various Government Departments at different stages, for which, no additional remuneration shall be paid.

5.8 **MOBILISATION & COMMENCEMENT OF WORK:**

- 5.8.1 In the event of the award of the contract, the consultant shall have to commence the work within 21 days from the date of issue of detailed Letter of Acceptance (DLOA). Consultant shall have to mobilize their equipment/ manpower/resources for commencement of work within 21 days from the date of acceptance of its offer



5.8.2 In exceptional circumstances & at its sole discretion, the company may extend the mobilization period if so requested by the consultant.

**5.9 PERIOD OF CONTRACT:**

5.9.1 In totality the period of contract shall be Twelve (12) months from the date of issuance of Letter of Acceptance (LOA).

**5.10 COMPENSATION FOR DELAY IN COMMENCEMENT & COMPLETION OF WORK:**

**A) For Delay in Commencement**

Compensation @ 0.5% of the total contract value on weekly basis with maximum up to 2% of the contract value may be levied in case; Consultant fails to commence the work within 21 days period, of issuance of LOA/DLOA. If the delay is on the account of consultant is more than 4 (Four) weeks from the date of DLOA, then the company may withdraw the letter of acceptance and forfeit the Bid Security Money & /or security deposit (SD) also.

**B) For Delay in Completion of work**

In case of failure to complete the work up to S.No. 5 of clause 5.7 as per given tentative time schedule from the date of DLOA in totality then the company shall have absolute discretion to levy predetermined compensation @ 1% of the total contract value plus applicable GST on weekly basis with maximum up to 10% of the contract value, if the delay in completion of work is on the account of consultant is more than 10 weeks then the company may also forfeit the security deposit (SD).

**5.11 RIGHT TO REVIEW PERFORMANCE:**

5.11.1 The Company reserves its rights to review and assess performance of 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 right and discretion may take appropriate action including termination of the contract.

5.11.2 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 consultant from the security deposit or any sum due to the consultant 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 consultant, in case, the consultant fails to perform the work.

**5.12 CONSULTANT'S REMUNERATION:**

5.12.1 The consultant, in view of the services rendered for the work under scope of work and in view of terms and conditions mentioned herein shall be entitled to get remuneration. Accepted rate shall be considered as the rate of remuneration to the consultant.

5.12.2 The schedule of rates or contract rate or rate of remuneration shall include an indemnity to the company which the consultant hereby gives against all actions, proceedings, claims, damages, costs & expenses arising from the incorporation in or use on the works of any such articles/processes or materials, equipment or machinery to be brought to the site for use on work, shall borne by the consultant.

5.12.3 Without in any way limiting the provisions of the proceeding ,sub clause, the schedule of rates or rate of remuneration shall be deemed to include & cover the cost of all inputs for the works or otherwise, also all rents,& other payments for the works, all equipments, temporary works, materials, labour, insurance, fuel, stores & appliances to be supplied /deployed by the consultant & all other matters in connection with each item in the schedule of work & the execution of the work or any portion thereof finished complete in every respect & maintained as shown or described in the contract documents.

5.12.4 The rate of remuneration shall be deemed to include & cover the risk of all possibilities of delay & interference with the consultant's conduct of which occur from any cause including orders of the company in the exercise of his/its powers & on account of extension of time granted due to varies reasons & for all other possible or probable cause of delay/s in execution of this work by the consultant. The consultant shall not be entitled to raise any claims &/ or dispute on account of any



rise in the price of stationery, equipment/s, spares, statutory or otherwise on any ground or reason or account of whatsoever.

**5.13 TERMS OF PAYMENT (BILLING):**

5.13.1 Remuneration is to be paid by the company to the consultant as per schedule given above after submission of requisite security deposit.

5.13.2 For payment purpose the consultant shall raise the bills on completed work in two copies, to receive its remuneration from the office of the Head & In-charge (Limestone), SBU & PC-Limestone, RSMML, Jodhpur & the bills shall be duly verified by the concerned Officer In-charge in respect of the work that it is being/has been carried out as per terms & conditions of the contract.

5.13.3 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting applicable taxes as prevailing, from the bills of the consultant.

5.13.4 Payment of the bills shall ordinarily be released within 15(fifteen) days from the date of receipt of bill at SBU-PC (Limestone) office Jodhpur.

**5.14 ESCALATION/DE-ESCALATION:**

The awarded contract rate will be firm, fixed during the contract period and no escalation will be considered on account of any changes by the Ministry of Coal and Ministry of Environment and Forest, Government of India in process/methodology for approval & grant of environment clearance by any notification, office memorandum, guidelines, circulars etc. after the submission of offers.

**5.15 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

5.15.1 All running account payments (progressive payments) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed.

5.15.2 The final bill shall be submitted by the consultant within 75 (Seventy Five) days from the date of his request for the completion certificate of the work, otherwise the Officer/Engineer-in-Charge's recommendation for total amount payable shall be final and binding on the Consultant.

**5.16 RECEIPT OF PAYMENT:**

Receipt of payment made must be signed by a person authorized holding power of attorney in this respect on behalf of the consultant.

**5.17 CLOSING OF THE CONTRACT:**

Within 75 (Seventy-five) days of the completion of the work in all respects, as defined in the contract document, the Consultant shall be required to obtain completion certificates as to the completion of work from RSMML.

**5.18 APPLICATION FOR COMPLETION CERTIFICATE:**

5.18.1 When the Consultant fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/ information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- (i) Consultant shall submit the No claim in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- (ii) Indemnification Bond of appropriate value on Non-Judicial stamp paper.
- (iii) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the consultant or his sub-consultant, if any.
- (iv) Certificate of satisfactory execution of the contract from the Engineer-In-Charge.

5.18.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Consultant, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Consultant by the Company or any statutory authority from time to time.

5.18.3 The consultant, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill shall be submitted by the consultant within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the consultant.

**5.19 FINAL PAYMENT AND RELEASE:**

5.19.1 On completion of the work and issuance of completion certificate, the consultant shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, makeover to the contract as his final payment subject to the Consultant furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

5.19.2 All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final bill.

5.19.3 No claim shall be made or be filed by the consultant and the company shall not be liable to pay any money to the consultant, except as specially provided for in the contract. Acceptance by the consultant of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the consultant in respect of anything done or furnished by the consultant for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.

5.19.4 Final payment including the security deposit will be released to the consultant on completion of work and after obtaining of EC from MoEFCC.

**5.20 OBLIGATION OF RSMML:**

RSMML will provide Geological/Exploration/Analysis data, copy of approved Mining Plan, and other relevant reports of technical studies, and latest surface Plan/Working Plan, revenue map & drawings. Reports are available with RSMML. In case consultant requires any data relating to aforesaid studies the same shall be provided for reference and guidance. RSMML will also provide Coordination in Arrangement for public hearing and required certificate /affidavit for submission with MoEFCC/RPCB.

**5.21 UNDERTAKING:**

I/We have carefully gone through & fully understood all above Special Terms and Conditions dealt in various chapters of this Section of tender; spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to me/us.

**Date:**

**For and on behalf of the tenderer**

**Place:**

**(Signature of tenderer with seal)**

(On the letterhead of the tenderer)

**LETTER OF SUBMISSION OF TENDER****FROM,****DATE: .....**

M/s \_\_\_\_\_

To,  
 The General Manager (Limestone),  
 Rajasthan State Mines & Minerals Ltd.,  
 SBU & PC Limestone, 8-West Patel Nagar, Jodhpur(Rajasthan)

Sub: Tender for Preparation & conducting environmental impact assessment studies, collection of base data , preparation of environmental impact assessment(EIA) report, preparation of executive summary for public hearing by state pollution control board, submission of application for EC and presentation before MoEF&CC, Environment Clearance by MoEF&CC& other related works for environment clearance of 7-new limestone mining blocks of RSMML in Tehsil & district Jaisalmer, Rajasthan

Ref: e-Tender No. . RSMML/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020:

**Dear Sir,**

1. I/We are 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 execute the contract according to the specified period/time schedule, at the schedule rate quoted by me/us for the work in accordance with all the terms & conditions of the tender document. It is expressly understood by me /us that the time is the essence of the contract.
3. I shall pay the compensation to the company in case of failure on my/our part as per the provision stipulation contained in the terms & conditions of the tender document.
4. I/We have deposited Bid Security Money (as per NIT) in the form of crossed Demand Draft in favour of RSMML **payable at Jodhpur**, 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.
 

DD No./	Date Name and Address of Bank	Amount
---------	-------------------------------	--------
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 Bid Security Money amount as mentioned in NIT and/or security deposit, 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. The company shall also be at liberty to withdraw & cancel the notice of acceptance of tender(LOA)including forfeiture of the Bid Security Money amount as deposited with bid &/or security deposit as mentioned under clause 4 if the consultant fails to complete the following;
  - a) Furnishing of security deposit within the overall period of 30 days from the date of issuance of DLOA &
  - b) Execution of agreement within stipulated time period from the date of issuance of DLOA.
6. I/We enclose documentary proof of requisite document as specified in the tender document.

7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulations.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of RSMML management in selection/rejection of the tender shall be acceptable and binding on me/us.

Date, the \_\_\_\_\_ day of, \_\_\_\_\_ 2020.

**Signature of tenderer(s) with the seal**

**Witness**

**Name & address in Block Letters:** \_\_\_\_\_

(On the letterhead of the tenderer)

**GENERAL INFORMATION ABOUT THE TENDERER**

Tender No. e-Tender No. . RSMML/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020

Name of Tenderer.....

1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.
2.0	<b>Status of tenderer</b> : Individual/Proprietorship Firm/Partnership Firm/ Limited Company (Attach duly attested documents in support of your status)
3.0	(a) <b>In case of Proprietorship Firm;</b> Attested Certificate of registration of your establishment (b) <b>In case of Partnership Firm;</b> Attested Certificate of registration of your establishment if registered & partnership deed (c) <b>In case of Limited Company;</b> Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc.
4.0	<b>Power of Attorney</b> in favour of the authorized representative signing the tender, as required.
5.0	One complete <b>tender document</b> as issued by company <b>duly filed in signed &amp; stamped on each page</b> 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	<b>Bid Security Money Deposit</b> (EMD) in the manner specified in NIT.
7.0	<b>A copy of PAN (INCOME TAX) Number</b>
8.0	<b>A copy of GST Registration Number</b>
9.0	Undertaking that no condition is mentioned in Part –II "Price Bid"& confirmation to the effect that the price quoted in Part-II "Price Bid" of the tender will remain firm. During contract period. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
10.0	Attested copy of <b>Audited Balance Sheet, Profit &amp; Loss Account</b> for the last four Financial Years i.e. 2016-17, 2017-18, 2018-19 & 2019-20 in support of the turnover by the tenderer.
11.0	Information regarding details of work of similar type & value carried out in the past years by the tendered and skilled manpower and equipments details in <b>Form-3</b>
12.0	Turnover for last FOUR financial years <b>Form-4</b>
13.0	<b>Exceptions &amp; Deviations statement by the tendered in Form-5</b>
14.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is <b>no case/litigation is pending against it with the company &amp; other companies</b> in relation to the contractual works. <b>Annexure-A</b>
15.0	The <b>tenderer /bidder</b> would give a declaration on their letter head that they have <b>not been banned / suspended or de-listed by RSMML.</b>
16.0	Declaration whether you are covered under <b>MSMED Act</b> or not, if yes, then give your registration number along with copy of the same.

17.0	Undertaking as per annexure A of tender document.
18.0	Proforma of guarantee bond for security deposit <b>Annexure-B</b>
19.0	Office Memorandum of NABET in respect of Accreditation for EIA Consultant <b>Annexure-C</b>
20.0	Code of integrity and no conflict of interest <b>Annexure-D</b>
21.0	Declaration by the bidder regarding qualifications <b>Annexure- E</b>
22.0	Grievance redressal during procurement process <b>Annexure- F</b>
23.0	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 <b>Annexure-G</b>
24.0	Copy of valid certificate of NABET ACCREDITED for EIA CONSULTANT and IN-HOUSE MOEFCC APPROVED / NABL ACCREDITED LABORATORY
25.0	Quoted option <b>PART- A or PRT- B or Both PART</b> ( mention strike mark on applicable option)

**Signature of tenderer(s)**  
**with the seal**

**Date:** -----

**Place:** -----



**(On the letterhead of the tenderer)**

**DETAILS OF EXPERIENCE, if any**

Tender No. e-Tender No. . RSM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020:

NAME OF TENDERER: .....

Tenderer will give information of the similar work done during immediate 03 preceding years as per the Proforma given below:

Contract No. & Date / Year	Full particulars of Clint for similar work carried out by the tenderer	Period	Value of contract (break up during immediate three preceding years)	Number of projects taken up during immediate four preceding years	completion time (months)	Penalty or liquidated damages Paid (if any)
1	2	3	4	5	6	7

It is certified that the above information is correct.

**Particulars of skilled manpower details**

Particulars	Name	Qualification	Experience
<b>EIA-Coordinator</b>			

**Equipment availability details**

S.NO.	DETAIL OF EQUIPMENTS	QUANTITY	REMARKS

**Date:**

**Signature of tenderer(s)**

**Place:**

**with the Seal**

Note: Complete information shall be submitted; & if required, additional sheets may be attached. The tenderer shall submit documentary evidence such as certified attested copies of work orders, completion certificates, TDS certificates etc in support of the work/s mentioned above in the table.

**(On the letterhead of the tenderer)**  
**DETAILS OF TURNOVER & Bank Details**

**TURNOVER FOR LAST 04 FINANCIAL YEARS**

Tender No: e-Tender No. . RSM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020

**NAME OF TENDERER:** .....

<b>Financial Year</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<b>Turn over (in Lac Rs.)</b>				

**Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD**

<b>Sl.No.</b>	<b>Description</b>	<b>Details</b>
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

**Place:****Date:****NOTE:**

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

**Signature of tenderer/ (s)**  
**with the seal**

**(On the letterhead of the tenderer)  
EXCEPTIONS AND DEVIATIONS**

Tender No. e-Tender No. . RSM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020

**Name of Tenderer**.....

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable:-

<b>No.</b>	<b>Page No of tender document</b>	<b>Clause No of tender document</b>	<b>Subject</b>	<b>Deviations</b>

**Signature of Tenderer(s)  
with the seal**

**Place:**

**Date:**

## PROFORMA FOR 'PRICE BID

(To be submitted strictly Online in BOQ format as available at [www.eproc.raajasthan.gov.in](http://www.eproc.raajasthan.gov.in) )**For PartA:- new SMS Grade Limestone Mine Blocks, Near Village Unroi/Sanu, Tehsil & District Jaisalmer, Rajasthan**

1.Tender No. e-Tender No. RSMM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020:

2. Name of Tenderer: .....

3. Price Bid for

DESCRIPTION OF WORK	Total Rate (in Rs)	
	(In Figure)	(In Words)
Preparation & submission of EIA/EMP, for <b>Unroi-I &amp; II and Sanu-III Limestone Mine Blocks in Jaisalmer</b> , including its approval by MoEFCC, conducting environmental impact assessment (EIA) report, preparation of executive summary for public hearing by state pollution control board, submission of application for EC and presentation before MoEFCC, Other related work for obtaining Environment clearance from MoEFCC.	<i>Should be quoted online in BOQ and should not be indicated here</i>	<i>Should be quoted online in BOQ and should not be indicated here</i>
• Unroi-I Mine Block-998 hectrs (ML-05/2020)		
• Unroi -II Mine Block-998 hectrs (ML-06/2020)		
• Sanu -III Mine Block-873.5 hectrs (ML-07/2020)		
<b>TOTAL JOB VALUE(PART-A)</b>		

**NOTE:**

1. The Tenderer must enter the Unit Rate **only in the BOQ which is to be filled online. The rate should not be indicated here.**
2. The quoted rate should be including of all duties and levies except GST and shall be firm & fixed for entire contractual period.
3. Determination of lowest tenderer under this Part will be made based on the lowest quoted rate offered for the total contract work in this Part-A and will be considered as L1 bidder.
4. No condition should be attached to the Price offer.

**Signature of Tenderer(s)****With Seal****Date: -----****Place: -----**

## PROFORMA FOR 'PRICE BID

(To be submitted strictly Online in BOQ format as available at [www.eproc.raajasthan.gov.in](http://www.eproc.raajasthan.gov.in) )**For PartB:new SMS Grade Limestone Mine Blocks, Near Village Khuiyala, Tehsil & District Jaisalmer, Rajasthan**

1.Tender No. e-Tender No. RSMM/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020:

2. Name of Tenderer: .....

3. Price Bid for

DESCRIPTION OF WORK	Total Rate (in Rs)	
	(In Figure)	(In Words)
Preparation & submission of EIA/EMP, for <b>Khuiyala I, II, III &amp; IV Limestone Mine Blocks in Jaisalmer</b> , including its approval by MoEFCC, conducting environmental impact assessment (EIA) report, preparation of executive summary for public hearing by state pollution control board, submission of application for EC and presentation before MoEFCC, Other related work for obtaining Environment clearance from MoEFCC.	<i>Should be quoted online in BOQ and should not be indicated here</i>	<i>Should be quoted online in BOQ and should not be indicated here</i>
• Khuiyala-I Mine Block-944 hectrs (ML-01/2020)		
• Khuiyala -II Mine Block-568 hectrs (ML-02/2020)		
• Khuiyala -III Mine Block-880 hectrs (ML-03/2020)		
• Khuiyala -IV Mine Block-928 hectrs (ML-04/2020)		
<b>TOTAL JOB VALUE(PART-B)</b>		

**NOTE:**

1. The Tenderer must enter the Unit Rate **only in the BOQ which is to be filled online. The rate should not be indicated here.**
2. The quoted rate should be including of all duties and levies except GST and shall be firm & fixed for entire contractual period.
3. Determination of lowest tenderer under this Part will be made based on the lowest quoted rate offered for the total contract work in this Part-B and will be considered as L1 bidder.
4. No condition should be attached to the Price offer.

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

## UNDERTAKING

(On Non Judicial Stamp Paper worth Rs.50/-)

e-Tender No. RSMML/SBU-LS/GM(LS)/Cont-05/2020-21 Dated 30.07.2020

Name of Tenderer.....

I .....S/o Shri .....age.....years, resident  
of.....on behalf of tenderer i.e.  
M/s.....(name of tenderer), hereby undertake oath & state as under:

It is undertaken that

- (1) 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.
- (2) I / We have not been banned or suspended /de-listed by RSMML.
- (3) I / We declare that I/We have not mentioned any exception /deviation of the tender conditions anywhere else in our offer &
- (4) I / We declare that price bid is in prescribed & no conditions are attached to it. Even if any conditions /s found, those would be ignored at the risk & cost of us.
- (5) That we are registered under MSMED act & the registration number of the firm is..... (Copy enclosed).

Or

That we are not registered under MSMED act.

- (6) 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.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us."

Signature of Tenderer(s) with the Seal

Date: -----

Place: -----



**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public sector banks (Except SBI Bank) ICICI Bank /HDFC Bank /Axis Bank, having its Branch office at Jodhpur on appropriate value of non-judicial stamp paper valuing 0.25% of BG value subject to maximum of Rs. 25000 or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG.)

B.G \_\_\_\_\_

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Public sector bank, ICICI Bank /HDFC Bank /Axis 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 Consultant’) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Consultant and agreement dated \_\_\_\_\_ entered into between RSMML and M/s. \_\_\_\_\_(Consultant), 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 witnesseth that in consideration of said bank having agreed on the request of the Consultant 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 consultant 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 Consultant or any other person and irrespective of the fact whether any dispute is pending between the Company and the Consultant 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 consultant of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said consultant’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 consultant 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 Consultant 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 Consultant 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 consultant.

Any letter of demand delivered at the bank's above branch/divisional office or Jodhpur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - lignite 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 Consultant 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 Consultant 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 consultant or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Consultant 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 consultant or ourselves or liquidation or winding up or dissolution or insolvency of the consultant 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 consultant 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....

F. No. J-11013/77/2004- IA II (I)  
**Government of India**  
**Ministry of Environment and Forests**  
**(I.A. Division)**

Paryavaran Bhawan  
 CGO Complex, Lodhi Road  
 New Delhi – 110 003  
 E-mail : [pb.rastogi@nic.in](mailto:pb.rastogi@nic.in)  
 Telefax : 011: 2436 7668  
 Dated 30<sup>th</sup> September, 2011.

**OFFICE MEMORANDUM**

**Subject: Accreditation of the EIA Consultants with Quality Council of India (QCI) National Accreditation Board of Education and Training (NABET)**

In continuation of the Ministry's O.M. No. J-11013/77/2004- IA II (I) dated 30<sup>th</sup> June, 2011 regarding above mentioned subject and after a review of the progress of the accreditation process, following decision will come into force w.e.f. 1<sup>st</sup> October, 2011:

- I. Only accredited consultants as per List 'A' will be allowed to appear before the Expert Appraisal Committee (EAC) for Category 'A' projects and State Level Expert Appraisal Committee/State Environmental Impact Assessment Authority (SEAC/SEIAA) for Category 'B' projects. Registration of QCI accredited consultants will be valid for the period of accreditation/not exceeding three years and these approved EIA consultants and EIA coordinators will engage themselves only in the approved sectors as approved by the QCI.
- II. The consultants who have applied to NABET/QCI before 30<sup>th</sup> June, 2010 (within S.N.265) and whose applications are still in process, **last date for accreditation/registration is extended upto 31<sup>st</sup> December, 2011**. Consultants whose applications are in process are listed under List 'B'.
- III. The Consultants who have withdrawn their applications or rejected on various grounds are listed in List 'C' and will not be eligible to appear for presentation. They will be free to apply to QCI/NABET, and if accredited, will be eligible for appearance in EAC/SEAC/SEIAA from the date of accreditation.
- IV. The Consultants who have applied after 30<sup>th</sup> June, 2010 will continue to be considered by the NABET/QCI for accreditation on first-cum-first serve basis.

This issues with the approval of the Competent Authority.

  
 (Dr. P. B. Rastogi)  
 Director

Copy to:

1. All the Officers of IA Division
2. Chairman/Secretaries of SEIAA/SEACs
3. Website of MoEF.
4. Guard File



## COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall:

- (a) 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.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) 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.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any; and
- (h) 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.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a 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 participates 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 subConsultant, 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 of ..... in response to their Notice Inviting Bids No. .... Dated ..... I/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 offence 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 a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Signature of bidder

Date  
Place

Name:

Designation:

Address:



**GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS.**

The designation and address of the First Appellate Authority is –  
**Principal secretary of Department of Mines & Petroleum,  
Secretariat,  
Jaipur**

The designation and address of the Second Appellate Authority is –

**Principal secretary of Department of Finance,  
Secretariat,  
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 Endeavour 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 procumbent;
  - (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) 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) 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) 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.

**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:

(iii) 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. Correction 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 and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and 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 figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing 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 percentage, 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 prices or other terms and conditions of the Bid and the conditions of 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 Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and 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 and the extra cost incurred shall be recovered from the supplier.

