



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

TENDER DOCUMENT FOR PREPARATION
OF

Environment Impact Assessment / Environment Management Plan
For

Mokala Lignite Deposit, Tehsil Merta District Nagaur, Rajasthan

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

Issued by

Group General Manager (Projects),

Corporate Office,
RSMML, Udaipur

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

Place of Sale of Tender : GGM (Projects), RSMML, Corporate Office, Udaipur.

Or downloaded from website : <http://www.rsmm.com>

Date of Sale of Tender : From 22.8.2012 to 20.09.2012 up to 1.00 pm

Pre-Bid Meeting : 03.09.2012 at 11.00 A.M. at Udaipur office.

Date of Receipt of Tender : 20.09.2012 up to 3.00 pm

Date of Opening of Techno-commercial Part: 20.09.2012 at 3.30 pm

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
2428738, 2428744,
Fax: +91-294-2428790

SBU & PC office

Sadul Club Building,
Bikaner-334001
Phone: (0151) 2523295/ 2544254
Fax: (0151) 2523519

Contents

S. No	Details	Page No.
1	Notice Inviting Tender	
2	Detailed Notice Inviting Tender	
3	Section 1 - Definition & Interpretations	
4	Section 2 - Instructions to Bidders	
5	Section 3 - Site Information	
6	Section 4 – Scope of Work	
	Section 5 - General Conditions of Contract	
7	Section 6 - Time Schedule	
8	Section 7 - Remuneration	
9	Section 8 - Securities & Compensation	
10	Section 9 - Disputes Resolution, Force Majeures, Defaults & Termination	
<i>List of Annexures</i>		
11	Schedule A - Proforma For Price Bid (Part-II)	
12	Annexure 1 - Proforma For Letter Of Submission Of Tender	
13	Annexure 2 - Details Of in house Facilities	
14	Annexure 3 - List of Similar Jobs Executed By the Tenderer During Last Five Years	
15	Annexure 4 - Details Of Present Commitments	
16	Annexure 5 - Proforma Of Bank Guarantee For Performance Security Deposit	
17	Annexure 6 - Exceptions And Deviations	
18	Annexure 7- Financial Questionnaire	
19	Annexure 8 - Proforma For Check List For The Information To Be Furnished By The Tenderer Along With The Offer	
20	. Annexure-9 –Undertaking format	
21	Annexure 10 – Office Memorandum with respect to NABET accreditation of consultants by MOEF	



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

PROJECT DIVISION

Corporate office :4-Meera Marg -Udaipur-313001 (Rajasthan)

Tel:+91-294-2428738, 2428744, Fax: +91-294-2428790

E-mail : project@rsmm.com Website: www.rsmm.com

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1

Dated: 16.08.2012

NOTICE INVITING TENDER

Offers are invited for the work of “**Preparing the Terms of Reference and its approval from MOEF. Conducting Environmental studies for preparation of EIA/EMP, Public hearing by State Pollution Control Board & obtaining environmental clearance from MOEF, New Delhi.**”

Contract period: 12 months, EMD: Rs. 20,000, Tender document fees: Rs. 570/-, Pre-Bid Meeting on dated: **03.09.2012 at 11 AM at CO Udaipur**, last date of sale **20.09.2012** up to 1.00 pm & Submission of offer on **20.09.2012** up to 3.00 pm.

The tender document can be purchased from our corporate office during office hours or downloaded from our website. For details of Pre-Qualification Criteria & other terms and conditions visit our web site www.rsmm.com or contact GGM (Projects) at the above address. Keep visiting our website till last date for updated information, if any.

Group General Manager (Projects)

Section 1

Definition & Interpretation

- 1.1 In this document unless otherwise stated:
- (i) the headings and paragraphs numbering are for convenience only and shall be ignored in construing the agreement.
 - (ii) the singular includes plural and vice versa.
 - (iii) references to natural persons include bodies corporate and partnerships;
 - (iv) references to any enactment, ordinance or regulation and rules & procedures made therein includes any amendment thereof or any replacement in whole or in part;
 - (v) references to Articles, Clauses and Schedules are, unless the context otherwise requires references to Articles of, Clauses of and Schedules to this document;
- 1.2 The following expressions used herein and else where in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent:
- 1.2.1 **“Contract”** shall mean an agreement between consultant and owner for performing the work as defined in the tender document.
 - 1.2.2 **“Completion Period”** means the time permitted for completion of the entire Scope of Work’ and to the complete satisfaction of the owner.
 - 1.2.3 **“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.
 - 1.2.4 **“Contract Rate”/“Schedule Rate /Rate of Remuneration”** means rate entered in figures and words in schedule/s by the Consultant and accepted by the RSMML as payable to the Consultant for preparation of the EIA/EMP, for Mokala Lignite Block, Tehsil Merta, District Nagaur.
 - 1.2.5 **“Consultant (s)”** shall mean the person or persons, firm or company whose tender has been accepted by the owner and shall include the consultants legal representatives, his successors, executors, permitted assignees with whom the Owner shall enter into contract agreement for providing Project Consultancy Services for successful completion of the Scientific/Technical studies as per scope of work.
 - 1.2.6 **“DLOA”** means the letter/ Fax of Acceptance issued by owner conveying its acceptance of bid to successful bidder.
 - 1.2.7 **“Effective Date”** means the date of Issuance of Letter of Acceptance (LOA) .
 - 1.2.8 **“Group General Manager (Project)”** shall mean the Group General Manager (GGM - P) of Project Division of RSMML or his successor in office.
 - 1.2.9 **“Managing Director”** shall mean the Managing Director of RSMML or his successor in the office as designated by the company.
 - 1.2.10 **“MSMED Act 2006”** shall mean Micro Small & Medium Enterprise Development Act 2006.

- 1.2.11 **“MoEF”** shall mean Ministry of Environment & Forests (MoEF) 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.
- 1.2.12 **“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.
- 1.2.13 **“Officer-in-Charge”** shall mean the individual so designated in writing by the Owner to Consultant to be the Owner's authorised representative to make day to day decisions. For the purpose of this contract all communications addressed to the Owner's representative and delivered shall be deemed to have been received by the Owner.
- 1.2.14 **“Project Manager”** shall mean the individual so designated in writing by Consultant to RSMML to be the Consultant representative and authorised to make day to day decisions. For the purpose of this Contract all communications addressed and delivered to the Project Manager shall be deemed to have been received by Consultant.
- 1.2.15 **“Project Site(s)”** means the area of Mokala Block, adjoining areas and any other area required to be covered for execution of this assignment.
- 1.2.16 **“RSMML/Owner”** 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.
- 1.2.17 **“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.
- 1.2.18 **“Tender/Bid”** shall mean the tender / bid submitted by the tenderer /bidder for consideration & acceptance by the Company.
- 1.2.19 **“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.
- 1.2.20 **“Work”** shall mean all activities required for the completion of the EIA/EMP studies, preparation of Reports and its approval from MOEF with reference to the scope of work and the obligation to be undertaken by the consultant to this contract.

Section 2

Instruction to Bidder

- 2.1 The bidder must scrutinise carefully all instructions and conditions appearing in the document and shall be deemed to have done so and satisfied himself when he submits his offer against the bid invitation.
- 2.2 The bid shall be made in English language only.
- 2.3 Two sets of bid documents are sent herewith out of which one set should be signed, sealed and returned intact alongwith the offer as a token of its acceptance.
- 2.4 Bids should be submitted in Two Parts viz. techno-commercial (Part I) and Price (Part II) in separate envelopes, duly superscribed with bid number, due date and part number of offer. Both the parts to be placed in one sealed envelope duly superscribed with bid number, due date, "Invitation to Bid for - **“Preparing the Terms of Reference and its approval from MOEF. Conducting Environmental studies for preparation of EIA/EMP, Public hearing by State Pollution Control Board & obtaining environmental clearance from MOEF, New Delhi.”** and addressed to Gr.General Manager (Proj) RSMML, 4, Meera Marg, Udaipur – 313 004.
- 2.5 Before submitting a bid, the bidder shall be deemed to have satisfied himself of all conditions likely to be encountered in the course of fulfilling the obligation and compensation quoted in the offer is adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental to discharge of obligation. No additional payment, over and above the agreed price will be admissible on any account whatsoever.

Bidders Eligibility & Pre-Qualifications

- 2.6 The bidder shall be qualified on the basis of the following:
The bidder must fulfill the following conditions:
 - i. The bidder must be accredited by NABET as per Office Memorandum dated 30th June 2011 (Annexure 10).
 - ii. The bidder should have national / international experience of successful completion of work of similar nature of Rs. 5.00 lacs with single point responsibility in its own name during any one of the last five financial years i.e 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12.
 - iii. The bidder should have a minimum turnover of Rs.6.00 lacs in any one of the five preceding financial years i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12.
- 2.7 RSMML will pre-qualify the bids on the basis of above criteria, prior to the evaluation of techno-commercial Part I of the offer. The decision of the company shall be final and binding in this regard.
- 2.8 Price Bid (Part II) of the offer will be opened only in respect of the techno-commercially acceptable bids. Such shortlisted bidders will be informed about the date & time of opening of the price bids.

Pre Bid Meeting

- 2.9 The Bidder or his authorized representative who are desirous, may attend the pre bid meeting which will take place at the Office of the Group General Manager (Project), RSMML, 4 Meera Marg Udaipur on 03.09.2012 at 11.00 a.m. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 2.10 The bidder is requested as far as possible to submit the questions in writing or by Fax to reach the RSMML not later than ten days before the meeting. A copy of such communication will also be sent to the Office of GGM (SBU-PC-Lignite), Khanij Bhawan, Tilak Marg C-Scheme, Jaipur. It may not be possible to answer questions during the meeting if not received earlier.
- 2.11 Attendance at the pre-bid meeting is not mandatory and non-attendance will not be a cause for disqualification of the bidder. It is however, in the interest of the bidder to attend the Pre-Bid Meeting.
- 2.12 ***Techno Commercial Offer (Part I)*** this part of the tender document contains covering letter (Annexure-I), Earnest Money Deposit and full technical and commercial parts of the tender as mentioned below:
- a. One complete tender document as issued duly filled in, signed and stamped on each page by the authorised representative of the bidder in token of acceptance.
 - b. Earnest Money in the manner specified in clause 8.1 hereof.
 - c. Power of Attorney in favour of the authorised representaitve signing the tender document.
 - d. Blank price formats (Schedule A) duly signed and sealed.
 - e. Details of inhouse facilities (Annexure 2)
 - f. Proforma of past experience (Annexure 3) The tenderer should submit the copies of work order, completion certificates and experience certificates in support of work experience along with TDS certificates.
 - g. Details of present commitments (Annexure 4)
 - h. Proforma of Bank Guarantees (Annexure-5) for Performance Security Deposit.
 - i. Audited balance sheets for last five financial years
 - j. Memorandum and Articles of Association of the tenderer/bidder.
 - k. Undertaking that no stipulation is mentioned in Part II.
 - l. The proposed PERT chart indicating all major activities
 - m. Copy of PAN number and PF registration number.
 - n. Copy of Service tax registration number.
 - o. Exception and deviation statements, if any
 - p. Tenderer should submit an undertaking on Non-Judicial Stamp Paper that there is no case /litigation is pending against him with the company & other companies in relation to the work. In case there is any litigation with RSMML or any other company related to work, the details of the case should be informed. An undertaking that such litigation will not restrict the tenderer in smooth execution of tendered work shall also be provided.
 - q. The Tenderer have to declare that whether they are coming under MSMED act or not. If yes, than give the registration number of the same. (Annexure-9).
 - r. Declaration that they have not been banned /suspended or de-listed by RSMML.

- 2.13 Tenderer must submit copies of all the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The 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.
- 2.14 Bidders are advised to submit their offer on the basis of tender conditions stipulated in the tender document. Should it, however, become unavoidable, deviations should be stipulated in the prescribed format at Annexure 6 with reference to the tender document. The company reserves the right to evaluate the offers containing deviations having financial implications after adding the cost of such deviations as determined by the company. Exceptions & deviations, which cannot be converted into financial terms, then the offer of such bidders shall be rejected. Exception and Deviations mentioned at any other place in the offer will not be considered. There should be no indication of price in the Part I of the offer.

2.15 Part II of offer should contain

- i) Rates to be quoted in the prescribed format given as Schedule A to be submitted.
 - ii) No stipulations should be given here. Rates should be quoted in both figures and words. Should there be any discrepancy between the two, lower shall be considered.
- 2.16 Part II of offer should contain
- iii) Rates to be quoted in the prescribed format given as Annexure A to be submitted.
 - iv) No stipulations should be given here. Rates should be quoted in both figures and words. Should there be any discrepancy between the two, lower shall be considered.

Delayed Bids

- 2.17 Tender received after the date and time of submission as specified in NIT, but received before the opening time will be treated as “Delayed Tender”. Such tenders will also be opened and be marked as “Delayed Tender” and the time of receipt of tender to be recorded on the envelope by concerned staff.

Late Bids

- 2.18 Tenders received after the specified date and time of opening will be considered and marked as late tenders. Such tenders shall not be opened and will be returned to the tenderer.

All pages are to be initialed.

- 2.19 All pages of the offer and tender documents should be duly signed by the authorised representative and stamped by the bidder.

Validity of offer

- 2.20 The offer should initially remain open and valid for acceptance for a period of 90 days from the date of opening of Part I of the bid. The bidder shall not during this period, revoke, cancel and/or withdraw or amend his offer. In case of revoke, cancel and/or

withdraw his offer or he make any variation/modification/alteration to the offer submitted therein, the Earnest money deposited by the Consultant as per Clause 8.1 hereof shall stand forfeited. The validity period may be extended further, if required by mutual consent from time to time.

Addenda/Corrigenda

- 2.21 Addenda/Corrigenda to the tender document may be issued in duplicate prior to the date of opening of the tenders to clarify or to reflect any kind of modifications to the related matters. Each recipient will retain one copy of each addendum/corrigendum and submit the other copy duly signed and stamped with his offer. All addenda/corrigenda issued by the company shall become part of the tender document.

Examination of bids and determination of responsiveness

- 2.22 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 EMD; and
 - iv. is substantially responsive to the requirements of the Bidding documents without any deviations.
- 2.23 A substantially responsive Bid is one which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position presenting substantially responsive Bids.

Evaluation of Techno-Commercial Bid

- 2.24 The techno-commercial bids of the tenders complying with the pre-qualification criteria as mentioned above will be evaluated from all aspects. 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 are 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. The bidders who submit their offer may be requested to make a brief presentation of their company's technical capabilities.

2.25 Evaluation of the Price Bid & Criteria for deciding L-1 Tenderer

The price bid of the techno commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to total contract value. Overall amount (contract value) payable for total scope of work. The tenderer with the lowest grand

- total amount for the total scope of work shall be decided as the successful bidder i.e. L-1.
- 2.26 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- 2.27 The tenderer shall be prepared to furnish clarification/information and discussion as required by the company from time to time.

Process to be Confidential

- 2.28 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 summary rejection of his bid.

Notification of Award and Signing of Agreement

- 2.29 The tenderer, who's 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") will state the Amount that the Company will pay to the Consultant in consideration of the execution and completion of the Works by the Consultant as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 2.30 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

- 2.31 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 15 days from the date of intimation regarding acceptance of tender, LOA/DLOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor. The requisite stamps are required to be procured from Udaipur only. No payment shall be released to the consultant before execution of agreement.
- 2.32 The contract agreement shall consist of –
- An agreement on non-judicial stamp paper of appropriate value
 - Tender document, along with the addend/corrigenda, if any.
 - Letter of Acceptance & Detailed Letter of Acceptance.
 - Agreed Variation, if any,
 - Any other document as mutually agreed.
 - Offer

Bidders to Obtain Information

- 2.33 The Consultant for the purpose of bidding will be deemed to have independently obtained all necessary informations for the purpose of preparing his tender. The informations given in the tender document are indicative only. It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment will be permitted for want of non-familiarity of work or work site.

- 2.34 The bidders who may like to visit the Mokala lignite Project site must obtain prior permission from Group General Manager (Project) or Group General Manager (SBU-PC Lignite) ,Khanij Bhawan, Tilak Marg, C- Scheme Jaipur, between 9.30 AM to 4 PM on any working day.
- 2.35 The details given in the tender document are of general nature and to enable the tenderer to visualize the work in general. However, the bidders, in their own interest, are advised to visit the site and collect all requisite site information/details he considers relevant to bid and execute the contract as per the specified terms and conditions.
- 2.36 The information from various government departments, both state & central, should be collected by the bidder at his level. However, the data available with RSMML will be provided only to the successful bidder. It is suggested that before the visit to the site, the tenderer should contact GGM (Project), RSMML, 4 Meera Marg Udaipur for the sake of convenience.

Rights of Company

- 2.37 The company reserves the right:
- i. To reject any or all tenderers, in part or in full, without assigning any reason, there to
 - ii. Not to accept the lowest tenderer or assign reasons for not accepting the lowest tenderer
 - iii. To further split the work amongst more than one contractor, if considered expedient at the sole discretion of the company
 - iv. To increase/decrease the volume of work of contract, without any additional obligation on it.
 - v. Not to carry out any part of the work.
 - vi. To reject the offer, if it is established that the tenderer has submitted any wrong/misleading information or forged documents along with the offer or thereafter.
 - vii. To alter the date of commencement of work.

The company may exercise any of the above rights 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 on the grounds for RSMML's action.

Negotiation:

- 2.38 RSMML, in case required, will hold the negotiations initially with the lowest tenderer only. RSMML, in the course of negotiation may require the bidder to produce a price analysis, to demonstrate the internal consistency of his quoted rates. In case the negotiated rate as last offered by the L-1 tenderer is not found acceptable to the RSMML, then the RSMML may decide to make a counter offer to the lowest tenderer first. In case the counter offer so made by the RSMML is accepted by the lowest tenderer, the contract would be awarded in its favour. In the event the lowest tenderer do not accept the counter offer, then RSMML may either scrap the tender or choose to make the same counter offer to L-2, L-3 and onwards as per the rates quoted by them and will award the contract in favour of the tenderer who accepts the counter offer.

Refusal / Failure:

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

SECTION 3

Site Information

Location & Accessibility

- 3.1 The Mokala Lignite project is located in Tehsil Merta, District Nagaur, at a distance of about 40 kms. in east direction from the district head quarter, Nagaur in Rajasthan. The proposed mining area is about 150 Kms. from Jodhpur via Bilara town. Jaipur- Jodhpur meter gauge line is passing very near to the area. Merta road is nearest railway station at 12 Kms. distance on Merta Road – Nagaur BG Section of N-W RLY
- 3.2 The location of the mine is bound by Latitude N 26°37'20" - 27°07'00" and Longitude E 73°56'20" - 74°04'55" in GT sheet 45F/14 of survey of India admeasuring 680.00 hectares applied area Nearest airport is at Jodhpur at a distance of 175 Km from the mines.

Physiography

- 3.3 This area is characterized by a more or less flat terrain with alluvial cover. However, gently undulating terrain with low sand dunes is also common. The maximum elevation is 304 meter from the mean sea level and minimum is 297 meters. No prominent drainage system exists in and around the deposit area.

Climate

- 3.4 This area experiences arid type of climate. May and June are the hottest months with temperature ranging around 45°C, while December and January are the coldest months with a mean temperature of 6-8°C. The average annual rainfall is 300 mm. with maximum precipitation during SW monsoon between July and September. However, in the recent past there have been incidences of heavy rainfalls on a single day. In general, the relative humidity of this area is low at around 30-40% only in most of the seasons except in monsoon.
- 3.5 The general wind direction of this area is SW to NE. The wind velocity in summer months of the year exceeds 15 Km/Hr. while in winter, the wind velocity ranges from 6 to 8 km/Hr. Occasional dust storms are prevalent in summer months.

Demography and Site Facilities

- 3.6 Mokala and Indawar with populations of 5786 and 5010 (Census 2001) are two prominent villages located in the vicinity. Mokala village has a population of around 5786 and has a middle school within the village area. A system of village roads and seasonal ponds exists in this area. The primary school education facilities are available in Mokala village. Banking, medical and postal facilities are also available in Mokala village located 2-3 kms. East of the deposit area.

Cultivation

- 3.7 Most of the surrounding area is under active cultivation. At least two crops in a year are raised. The crops are mainly Bajra in the Khariff season and cash crops like mustard and gram in the Rabi season.

Geology

- 3.8 The sediments belonging to Palana - Ganganagar shelf area extend as thin embayment in the southern direction and extend into Nagaur – Merta area.
- 3.9 The structural impression is not so severe. Lignite basin is covered by a thick alluvial cover. On the basis of exploration data, the lignite bearing sub basins near Mokala have been identified.

3.10 Geological Succession

Period	Formation	Description
Quaternary		Windblown sand, strewn with pebbles, alluvial sand and silt
Tertiary (upper Palaeocene to lower Eocene)	Marh Sand-stone	Argillaceous friable sandstone at places ferruginous and occasional conglomerates
	Palana Shale	Grey White Variegated Clays, sandy clays, silt stone with bands of lignite and carbonaceous shales
Dis-conformity		
Cambrian Marwar Super Group	Nagaur Group	Red to brick red Sandstone, Siltstone, Claystone
	Bilara Group	Limestone, Dolomite, cherty Sandstone and laminated boulder bed Sandstone
	Jodhpur Group	Maroon shale, Claystone, Sandstone and Siltstone

3.11 Local Stratigraphic sequence

Period	Formation	Rock Description
Tertiary		Sand, sandy alluvium ,calcareous and semi consolidate Conglomerate
Unconformity		
Pleistocene	Ramba-Jatan Rhythmite Formation	Quartzite rhyolitic associated pebbles and cobbles
Upper Paleozoic	Marh Formation	Plastic clay bands ,ferruginous sand
Lower Paleozoic	Palana Formation	stone fine grained sand stone ,lignite and shales
	Unconformity	

Exploration

- 3.12 This area was explored extensively by Directorate of Mines & Geology (DMG), Government of Rajasthan (GOR) during the year 1986-89. The exploration details are as below:

S.No.	Technical details	Description
1.	Number of Bore Holes drilled	70 Bore holes on a 400 m x 400 m grid pattern covering a total quantum of 10,104.20 metres of drilling.
2.	Minimum Thickness of Lignite	0.80 meters
3.	Maximum Thickness of Lignite	12.50 meters
4.	Average lignite thickness	4 to 5 meters

Attributes of Lignite Horizons

- 3.13 Based upon geological exploration data, the lignite seams encountered at Mokala deposit are single seam deposit and some time is splitting in 2-3 sub seams. In 42 nos. of boreholes the lignite is generally in single seam deposit. The cumulative thickness of lignite varies from 0.80 to 12.50 mtrs. at average thickness of 3.59 Mtrs.

Geological Reserves

- 3.14 Based on the exploration carried out in the area, geological reserves as per details given below have been computed :

Net Geological Reserves	29 million tonnes
Calorific Value Average	2500-3000 Kcal/Kg

Mineable Reserves (As on 31.03.2010)

- 3.15 On the basis of geological data available from the department of mines and geology mineable reserves are projected on interpolation of polygons of lignite bearing areas as under -

Stripping ratio	Mineable Reserves (Million Tonnes)
1:23.42	24.39 million tonnes

Note: *These figures are tentative, and would be firmed up on finalization of Mine Plan which is under preparation.*

Quality of Lignite

- 3.16 Based on analysis of core samples obtained during the exploratory drilling, channel samples from lignite faces and R.O.M. samples, the range of different constituents in the proximate analysis of these samples has been worked out and is given below. The

quality parameters given below indicate the general average quality of Lignite available in this deposit. However, some slight variation in the range of constituents indicated below may occur during actual mining of lignite.

Moisture (%)	Ash (%)	Volatile Matter (%)	Fixed Carbon (%)	Gross Calorific Value (Kcal/Kg)
38-49	11.91-12.27	26.04-26.22	18.83-19.98	2500-3000

If bands of shale-lignite are excluded then the quality of lignite further improves and average FC% rises to 18.98 and gross Calorific value was estimated 2868 Kcal/Kg.

Hydrogeology

- 3.17 The most important hydrogeological formation in the region influencing lignite deposits is the Palana sandstone of the Tertiary period. It is underlain by Nagaur sandstone of the Marwar Super Group and overlain by the younger alluvium of the Quaternary age.

Project Details at a Glance

Block Allotment by Department of Coal Ministry of Coal Govt. of India	Sanctioned by letter no. F.48024/4/98-Lig. Dated 14 th July 2003
Area of Block	680.00 ha.
Period of Mining Lease	Under consideration
Mining Plan Status	Mine Plan is under preparation.
Proposed Mine Capacity	Between 5 Lac. MTPA to 10 Lac. MTPA.
Life of mine	Projected life of 20-30 yrs.

Technical Studies

- 3.18 RSMML proposes to undertake studies of ground water quantity and quality and likely impact on mining, Geotechnical studies for slope stability and scientific evaluation of the issues related to ground water control, pit slope stability for developing suitable method for safe mining of Lignite.

Infrastructure

a) Land Details

- i. Core Zone area including Mining Lease Area = 1528.7625 Hactares or 15.29 Sq. Kms.
- ii. Buffer Zone Area - 10 Km radius around M.L. Boundaries = 47396 Hactares or 473.96 Sq. Kms.
- iii. Details of villages falling within the Lease area is as shown in the table below:

S.No.	Name of Villages	Khatedari& Govt.land in lease area (Hectares)
1.	Mokala	1278.02
2.	Dadasani	70.97
3.	Shekhasani	157.55
4.	Indawad	19.90
5.	Gagrana	4.31
	Total	1530.75

b) Roads

The Mokala Lignite project is located in Tehsil Nagaur, at a distance of about 40 kms. in east direction from the district head quarter connected by metallic yar road, Nagaur in Rajasthan .The proposed mining area is about 150 Kms. from Jodhpur via Bilara town.

c) Power

The village is electrified by 230KVA/440Vpower lines from 33KVA/11KV substation situated at village.

SECTION 4

Scope of Work

4.1 Preamble:

For proposed mining project, it is necessary to address the potential environmental impact issues, as per the **Latest Guidelines of MOEF & Central Pollution Control Board (CPCB)**, which may arise due to proposed mining activities i.e. an assessment of the potential impacts of a project on the pre-mining and post mining environment. The plans required for the EIA must be at appropriate scales to show the level of detail required for the particular project. For obtaining Environmental Clearance for the Mokala Lignite mining project from MOEF the following broad guidelines are to be followed by the Bidder:

1. Preparation and Presentation of **Terms of Reference (TOR)** to MoEF .
2. Obtaining approval of the TOR from MoEF.
3. Collection of baseline data and generation of primary and secondary data of at least one season.
4. Preparation & submission of **Draft Environmental Impact Assessment (EIA)/ Environmental Management Plan (EMP)**.
5. Public Hearing.
6. Preparation of revised EIA/EMP (as per comment of Public Hearing)
7. Preparation & submission of **Final EIA** to MoEF.
8. Final presentation to MoEF.
9. Obtaining Environmental Clearance.

The scope of work will include but is not limited to the following:

4.2 Baseline Data, Environment Impact Assessment & Environment Management Plan

The following guidelines to be followed while preparing the EIA/EMP:

4.3 Environment Impact Assessment

4.3.1 Air Environment

Establishing the locations of monitoring stations to be decided as per MoEF guideline for AAQM (the concentration of SO₂, NO_X, SPM, RPM) after field survey keeping in mind the topography, micro-meteorology, inhabitation, sensitive places and archaeological sites in the study area. Five monitoring stations selected to study the existing ambient air quality of the area. Locations of the monitoring stations and concentrations of the pollutants (in µg/m³) to be shown on a map also.

4.3.2 Noise Levels

As per the guidelines of CPCB, noise levels to be recorded in all the cardinal directions and for an average of 15min duration during day time as well as night time using a digital sound level

meter to establish the existing scenario. Noise level monitoring stations with their respective noise levels are to be shown on a map also.

4.2.3 Water Environment

Based on drainage pattern & location of residential areas representing areas likely to be affected by mining activities finalise the locations of the monitoring stations. Collecting samples from various locations for ground water and surface water quality analysis.

4.2.4 Land Use Pattern

- **Core Zone:** The land use pattern giving the details of area subjected to quarrying/pitting, dumping, roads, etc.
- **Buffer Zone:** The land use of the 10 kms radius study area to be studied by analyzing the available secondary data like revenue and private lands agricultural lands etc falling in different village limits.
- **Existing Soil Quality:** Selection of the location of sampling points and assessing the existing soil status around the mine area.
- **Ecology:** The bidder to procure an authenticated list of flora and fauna from the concerned departments and carry out the study of the impact of mining on it. Identification of national park, sanctuary, biosphere reserve, tiger reserve, elephant reserve etc, if any, within 10kms of the lease area.
- **Socio-Economic Scenario:** Study of inhabitation within the core & buffer zones of the lease area along with the occupational pattern of the population.
- **Occupational Health**
Mining profession involves exposure of workers to open air & dusty environment requiring assessment of likely impacts on the health aspects. Workers are prone to be affected by respiratory & pulmonary diseases, apart from health hazards related to water pollution, noise & vibrations.
Health impact assessment to be undertaken by studying the nature of the mining activities and its impact.

4.4 Flora & Fauna

The tenderer shall also undertake study of the Flora & Fauna of both the Core as well as the Buffer zones. For this the tenderer should utilize the services of the expert agencies, which are acceptable to MOEF, in this field of study.

4.5 Environment Management Plan

- Air Environment
- Noise environment
- Water environment

- Waste dump management
- Afforestation & Green belt development
- Risk Assessment & Disaster Management Plan
- Environmental Monitoring

Besides the above aspects of study, any other study required for fulfilling the requirement of MOEF is to be also carried out. This may be incorporated in your offer without any financial implication to RSMML.

SECTION 5

General Conditions of Contract

Standard of Performance

- 5.1 The consultant shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in consulting standards recognized by international professional bodies, and shall observe sound management, technical and engineering practices and employ appropriate advanced technology. The consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to the owner, and shall at all times support and safeguard the owner's legitimate interest in any dealings with sub consultants or third parties.

Consultant not to benefit from commissions discounts, etc.

- 5.2 The remuneration of the consultant pursuant to Section-6 hereof shall constitute the consultant sole remuneration in connection with this contract or the services. The consultant shall not accept for its own benefit any trade commission discount or similar payment in connection with pursuance to this contract or to the services or in the discharge of their obligations hereunder and the consultant shall use its best effort to ensure that any sub-consultants as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Consultant & Affiliates not to be interested in project.

- 5.3 The consultant agree that, during the term of this contract and after its termination, the consultant and any entity affiliated with such consultant shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for the project.

Prohibition of conflicting activities

- 5.4 Neither the consultant nor the personnel of either of them shall engage, either directly or indirectly, in any business & professional activities, which would conflict with the activities assigned to them under this contract.

Confidentiality

- 5.5 The Parties shall treat the "Confidential Information", as confidential and shall not, without the prior written consent of the other Party, disclose, publish or communicate or allow the disclosure, publication or communication of the "Confidential Information" or any part of it to any person other than its consultants, advisors and employees needing access to the Confidential Information in the course of their duties as consultants, advisors and employees. The Confidentiality shall be in accordance to RTI Act, 2005.

Indemnification of the owner by the consultant

- 5.6 The consultant shall keep the owner, both during and after the term of this contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses,

actions, proceedings, demands, costs and claims, including, but not limited, to legal fees and expenses, suffered by the owner or any third party, where such loss, damage, injury or death is the result of the wrongful action, negligence or breach of contract of the consultant or its sub consultants, or the personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

Insurance to be taken out by the Consultant

- 5.7 The consultant shall take out and maintain at his own cost, insurance against the risks and for the coverage's, and maintain any and all other insurance which he may be required under any law or regulation or practice from time to time.

Documents prepared by the consultant to be the property of the owner

- 5.8 All plans, drawings, specifications, designs, reports and other documents prepared by the consultant in performing the services shall become and remain the property of the owner, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the owner, together with a detailed inventory thereof. The consultant may retain a copy of such documents, but shall not use them for the purposes unrelated to this contract without the prior written approval of the owner.

Equipment and material furnished by the owner

- 5.9 Equipment and materials made available to the consultants by the owner, or purchased by the consultants with funds provided by the owner, shall be the property of the owner and shall be marked accordingly. Upon termination or expiration of this contract, the consultants shall make available to the owner an inventory of such equipment and material and shall dispose of such equipment and materials in accordance with the Owner's instructions.

Personnel

- 5.10 The consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services. It is understood that personnel strength will be augmented from time to time depending on the requirements for timely completion of work as directed by Owner Representative.

Good Faith

- 5.11 The parties undertake to act in good faith with respect to each other's under this contract and do adopt all reasonable measures to ensure the realization of the objectives of this contract.

Operation of the Contract

- 5.12 The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them and that, if during the term of this contract either party believes that this contract is operating unfairly the parties will use their best efforts to agree on such action as may be necessary to remove the causes of such unfairness.

- 5.13 The Owner shall have, at all time access to the relevant personnel, documents. Information on all related works connected with this assignment in the various offices of the Consultant.

Waiver

- 5.14 In any case in which any of the powers conferred upon the Owner shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Consultant.

Indemnity

- 5.15 The consultant shall always indemnify the company and its representative against all the claims and liabilities for or in respect of all or any claim etc. of Engineers, workers, labourers and staff employed and/or engaged in respect of this contract under the aforesaid Acts, rules, regulations and schemes including statutory modifications thereof or otherwise for or in respect of any claim, damage, compensation, expenses etc, whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any employee or any other third person including the employees of the company. If at any time the company is required to make any payment/claim/compensation by virtue of any of the above Acts, etc., such payments shall be deemed to have been made on behalf of the Consultant and same shall be recovered from the consultant's bill(s) or from any sum(s) due to the consultant.
- 5.16 All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Patents/Copy Right/Trade Mark

- 5.17 Consultants shall indemnify and keep indemnified the Owner including his executives, engineers, and employees and authorized agents/representatives and shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipments described in the contract or for the use or resale thereof, and Consultant agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

Modification

- 5.18 The Contract constitutes the entire agreement of the parties hereto. No modifications of the contracts shall be binding upon either party unless the same is issued in writing and made a part of the agreement.

Sub-letting

- 5.19 The whole of the work included in this contract shall be executed by the consultant and consultant shall not directly or indirectly transfer, assign, under-let, sub-let the contract or any part thereof or interest there in without prior written permission and in doing so shall render the contract/agreement to be terminated on the risk and cost of the contractor.
- 5.20 Should it became necessary and essential to sub-let part of the scope of work, for fruitful completion, then the consultant shall request the owner in writing and after obtaining the written permission, the consultant can sub-let part scope of the work.

SECTION 6

Time Schedule

Completion Schedule

- 6.1 Time is the essence of the contract & Consultant shall complete the entire Scope of Work covered under the contract within twelve (12) months from the date of acceptance of LOA/DLOA as per the time schedule given below:

Table 1

Job Description	Time Frame
<ul style="list-style-type: none">• Preparation of TOR• Checking and final approval of TOR by RSMML• Conducting environmental studies as per guidelines of MOEF, Public hearing, Submission of application for Environmental clearance to MOEF and obtaining Environmental clearance from MOEF.	12 Months from the date of acceptance of LOA/DLOA

- 6.2 Consultant will furnish within 15 days from the date of Letter of Acceptance, a Time bound program of work week wise for the preparation and completion of the project for acceptance by the Owner. This shall become the basis for assessing the actual progress of work.
- 6.3 The bidder will however furnish the proposed PERT chart indicating all major activities.

Extension of Time

- 6.4 Failure or delay by the company due to any reason whatsoever shall in no way effect or vitiate the contract or alter the character, thereof or entitle the Consultant to damages or compensation thereof provided that the company may extend the time for completion of the work by such period as it may consider necessary or proper.
- 6.5 If the Consultant desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or the work has been materially increased by the company or other such grounds, he shall apply in writing to the Owner Representative within ten days of the date of occurrence of event on account of which he desires, such extension as aforesaid, and the engineer-in charge, shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorizes such extension of time as may be, in his opinion be necessary or proper. Whenever such extension is granted by the Officer- incharge, this would be without prejudice to the company's right under this contract.

Compensation for Delayed completion

- 6.6 For any delay in completion of the “Scope of work” beyond the scheduled period specified in the Contract or partial fulfillment of obligations, the consultant will pay to the Owner by way of compensation a sum equivalent to one percent of the total contract price for a week or part thereof for the work may remain incomplete subject to a maximum of 10 % of the total contract value. The compensation shall be realized by effecting a reduction in the contract price.
- 6.7 In case of unsatisfactory/delayed progress of work, the owner may by giving two weeks’ notice to the Consultant, cancel the contract without prejudice to the Owners rights contained in the contract to determine the contract and claim damages from the consultant.
- 6.8 The consultant shall not raise the question of proving actual loss suffered by the Owner consequent on the said delay in completion.

SECTION 7

Remuneration

Fees

- 7.1 Fee should be quoted in the format as per “*Schedule A*” appended hereto both in figures and in words. The quoted fee shall be inclusive of all taxes, duties and service tax. The quoted fee should remain firm, fixed & binding till the completion of entire scope of work.

Terms of Payment

- 7.2 The lump sum amount as quoted in “Schedule A” & agreed by Owner shall be paid by Owner for Preparation of EIA/EMP and Obtaining Approval from MOEF on the basis of the following:
- a) 10% (Ten Percent) of the total value of contract as an advance against submission of Bank Guarantee of equivalent amount on RSMML format valid for entire period of contract.
 - b) 10% of the contract value on Preparation of Terms of Reference (TOR) and its approval from MOEF after presentation.
 - c) 30% of the contract value on Conducting Environmental studies and preparation of EIA/EMP Report.
 - d) 20% of the contract value on Conducting Public hearing for State Pollution Control Board.
 - e) 30% of the contract value obtaining environmental clearance from MOEF, New Delhi.

The consultant shall raise invoices and owner shall make payment within 15 days of receipt of invoice after deduction of necessary dues payable by the consultant to the owner in accordance with various provisions made elsewhere in the document.

Taxes

- 7.3 Variation in statutory taxes, duties & levies: All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the date of submission of tender as reflected in the bills raised by the contractor on to the Company shall be to the account/payable to the Company. The Contractor/Company will claim reimbursement of such liability, supported by documentary evidence.
- 7.4 The rate quoted by the bidder & accepted by RSMML will be *Exclusive of Service Tax*.

SECTION 8

Securities & Compensation

Earnest Money Deposit

- 8.1 The Bidder should deposit Rs 20,000/- (Rupees Twenty Thousand only) as Earnest Money deposit (EMD) with the offer through a Demand Draft drawn in favour of M/s Rajasthan State Mines & Minerals Ltd. Payable at Udaipur. The Earnest Money furnished by the successful Bidder shall be refunded after the submission of Security Deposit.
- 8.2 Offers not accompanied with requisite EMD shall be summarily rejected.
- 8.3 The EMD shall be returned to those bidders, whose bid has not been accepted by the Owner. The EMD of successful bidder will returned after submission & acceptance of Bank Guarantee towards Security cum Performance Deposit.
- 8.4 EMD is a non-interest bearing deposit.

8.5 Forfeiture of EMD

- i. EMD shall be forfeited in case of revision and/or modification of terms of offer or withdrawal of offer during the validity period.
- ii. EMD of the successful bidder (consultant) shall be forfeited if he fails to deposit the requisite security cum performance deposit and/or fails to commence the work within stipulated time period.
- iii. In the event bidder, after the issue of communication of acceptance of his bid by the Owner, fails/refuses to execute the work as herein, the bidder shall be deemed to have abandoned the work/contract, and such an act shall amount to and be construed as the Consultants calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the bidder and in such an event the owner shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited interms of this bid document.

8.6 Security Deposit

- i. Consultant has to furnish as security for the due, proper and faithful fulfillment of the obligations under the contract. In case any deficiency is found in Consultancy service or it does not confirms the Owners requirements/specifications and/or do not meet the desired performance, the Consultant agrees to revise, modify, rectify and replace, as the case may be, in a manner suggested by the owner to correct the deficiency at the Consultant own expense within a minimum time to be specified by the Owner.
- ii. The Consultant will furnish within 15 days of date of LOA/DLOA to the Owner the security deposit equal to 10% of contract value in the form of a Bank Guarantee in the prescribed proforma from Public Sector Bank valid for a period of six months in excess of the contractual completion period having its branch at Udaipur. In case the extension of the Bank Guarantee is required the Consultant shall provide the same. No interest is payable on the security deposit.

- iii. The Owner shall be at liberty without any notice or reference to the Consultant in realize and enforce payment of the Security Deposit cum Performance Guarantee for non-fulfillment and/or unsatisfactory performance of the contract.
- iv. The Bank Guarantee shall remain binding notwithstanding such variation, alterations or extensions of completion time as may be made, given, conceded or agreed to between the Consultant and the Owner under these general conditions or otherwise.
- v. It is understood that the Security Deposit cum performance Guarantee shall not bear any interest and the consultant shall have no claim for the interest on the security deposit cum performance Guarantee or any depreciation thereof.
- vi. The Security deposit shall be released on application by consultant after discharge of all obligations by the consultant under the contract.
- vii. The said security deposit shall not in any way be construed as a limitation of the consultant's responsibility or liabilities pertaining to his obligations and/or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the owner in terms of the contract and/or the laws of the land.

SECTION 9

Dispute Resolution, Force Majeure, Defaults & Termination

Dispute, Jurisdiction

- 9.1 The place of contract shall be Bikaner, Rajasthan. In case of any difference the same shall be settled by the mutual discussions and agreement. However, the decision of Managing Director, RSMML shall be final and binding.
- 9.2 No Court other than the Court located at Bikaner in the State of Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 9.3 The consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Force Majeure

- 9.4 Neither the contractor nor RSMML 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 notices from the Directorate of Mines Safety Office, Other Statutory Authorities, Civil Commotion, Fire Accidents, Epidemics, War, Flood, Acts of Gods or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ Partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting for a continuous period of three months, both the parties will consult each other and decide about the future course of action regarding the contract.

Termination

- 9.5 Owner may at any time for valid reason, or if consultant makes any default on their part under the provisions of this contract and such default continue to be unattended for a period of fifteen days, terminate this contract by giving notice of 7 days to the Consultant. The owner shall not be liable for any financial liability of any kind on any account to the consultant.
- 9.6 The consultant may terminate this contract by giving an advance notice of 15 days to the owner, if the owner makes any default as per the terms of this contract on his part and defect is un-remedied for a period of fifteen days.
- 9.7 In any event of premature termination the owner may get the whole or residual part of the execution done from other agencies at the risk and cost of the consultant.
- 9.8 In case of premature termination of the contract, the security deposit will be forfeited and the owner will be at liberty to recover the loss suffered by it from the consultant provided, however, the reasons of termination are attributable to the consultant.

PRICE PART

(Part II – to be given in separate sealed envelope)

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

Name of bidder:

S.No.	Description of work	Amount (in Rs.)	
		In Figures	In words
1.	Preparation of Terms of Reference and its approval from MOEF. Conducting Environmental studies for preparation of EIA/EMP, Public hearing by State Pollution Control Board & obtaining environmental clearance from MOEF, New Delhi as per the Scope of work.		
Total amount (in Rs.)			

Note:

1. Above quoted price is inclusive of cost of all services included in the scope of work and other heads as stipulated in the tender documents, drawings, specifications and to complete the subject work, irrespective of whether all the activities are categorically listed out/brought out elsewhere or not.
2. The lump sum price indicated above is inclusive of all applicable taxes, duties, levies but ***Excluding Service Tax.***
3. Travelling, lodging, boarding, documentation, communication and site expenses etc. will be included in the lumpsum fees. The price will remain firm, fixed and binding till the completion of services and no escalation will be paid whatsoever.
4. The price mentioned on this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.

Signature with seal of Bidder

**COVERING LETTER FOR SUBMISSION OF TENDER
(TO BE SUBMITTED ON THE LETTER HEAD OF THE TENDERER, DULY FILLED IN)**

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

**To,
Group General Manager (Projects)
Rajasthan State Mines & Minerals Ltd,
Corporate Office,
4,Meera Marg,
Udaipur – 313 004.**

SUBJECT: Your Invitation for Tender for.....

In response to the above 'Invitation for Tender', we are pleased to submit our offer and would state as under: -

1. We hereby specifically confirm that we possess the necessary experience for Preparation of Terms of Reference and its approval from MOEF. Conducting Environmental studies for preparation of EIA/EMP, Public hearing by State Pollution Control Board & obtaining environmental clearance from MOEF, New Delhi as per the Scope of work
2. We have carefully perused the documents connected with the above noted work and agree to abide by the same.
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application and to seek clarification from the bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary.
4. We agree to complete the Work within specified period as mentioned in the Tender Document. In case of failure on our part, we shall pay compensation to RSMML as per the provisions and stipulation as contained in the Tender document.
5. We have enclosed the Earnest Money Deposit of Rs...../-(Rupees only) in the form of DD or Banker's cheque with our offer.
6. In the event of acceptance of our Tender, we agree to abide by and fulfill all terms and conditions referred to therein in the Tender document and schedule of prices and for any default thereof, allow the RSMML to forfeit the EMD and/or Security Deposit (performance security) as stipulated in conditions contained in the Tender Documents.
7. We have deposited the EMD and also agree to pay/deposit the Security Cum Performance Guarantee both not carrying any interest and accept the terms and conditions laid down in the Tender documents or as prescribed subsequently in this respect which we will carry out faithfully and diligently.

8. We hereby state that we have not been banned, de-listed by any government or quasi – government or PSU.
9. We have enclosed documentary proof of our experience of execution of works of similar nature and value and also the certificates for Income Tax and Audited Balance Sheet etc. as per the requirement of the Tender Documents.
10. We are fully aware of the statues/laws/rules in connection with working at (project site). We agree to abide by all the statutory provisions applicable for execution of the work.
11. We hereby confirm that Price Part of our offer is in conformity with the Schedule of Rate/Price format enclosed with the “Invitation for Tender.”

Date..... day of...2012.

Signature of Tenderer with seal

Witness_____

Name in Block Letters

& Full address (Signature)

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF WORK:

NAME OF TENDERER:

Details of in-house facilities:

- i) In house computer facilities & its peripherals for completion of the EIA/EMP studies.
- ii) Details of Professionally qualified personnels (including their Profiles as per the table given below) who will undertake the work.
- iii) Any other relevant facility, please specify.

S. No	Name & Designation of key personnel employed with the company in following disciplines	Educational qualification in brief	Experience in brief with special reference to present study
1.			
2.			
3.			
4.			

Signature with seal of the bidder

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF WORK:

NAME OF TENDERER:

List of Similar Jobs Executed By the Tenderer during Last Five Years

Project Name	Name of organisation	Description of work	Value of contract (Rs. Million)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks: Explaining reasons for delay, if any and work completed with or without liquidated damage	Litigation, if any and its outcome

Note : To annex supporting documents

Signature of Tenderer with seal

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF WORK:

NAME OF TENDERER:

List of Present Commitments of the Tenderer

S.N	Full Postal address of client & name of Office-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled Completion Period	Percentage Completion up to date	Expected date of completion	Remarks
1	2	3	4	5	6	7	8	9

Note: To annex supporting documents

Signature of Tenderer with seal

Proforma of Bank Guarantee for Performance Security Deposit

(To be issued by a Public Sector Bank having its Branch at Udaipur on a non-judicial stamp paper of appropriate value)

B.G.No. _____

Dated _____

This Deed of Guarantee made between _____ a Scheduled/Nationalized Bank having its registered office at _____ (ADDRESS) and its head office at _____ (ADDRESS) and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Ltd, a Company incorporated and registered under Indian Companies Act, 1956, having its registered office at C 89-90, Janpath, Lalkothi Scheme, Jaipur, and corporate office at 4, Meera Marg, Udaipur – 313 004 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 having its registered office at _____ (ADDRESS) _____ wherever the context so require includes its successors and assignees (hereinafter called ‘the Contractor’) from the demand under the terms and conditions of Letter Of Acceptance (LOA) No. _____ dated _____ issued in favour of the Contractor and agreement dated _____ made/to be entered into between RSMML and M/s. _____ (contractor), hereinafter called the said Letter Of Acceptance / agreement which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter Of Acceptance / agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (in words _____) (being equivalent _____ % of contract value of Rs. _____.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. _____ (in words _____) as security deposit to the Company subject to the following conditions:

- i) We, _____ (Bank) do hereby undertake to pay to the Company an amount of not exceeding Rs. _____ (in words _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and/or conditions contained in the LOA/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.
- ii) We, _____ (Bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company

stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions 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 banker under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words _____)

- iii) 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 conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee, unless a demand or claim/s 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.
- iv) In order to give full effect to the guarantee herein contained the Company shall be entitled to act as if, we _____(Bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Contractor. Any letter of demand delivered at bank's above branch/divisional office or our Udaipur branch at----- under the signatures of the Company's Financial Advisor or GGM (Project) or any of the Directors shall be deemed sufficient demand under this guarantee.
- v) We, _____(Bank) further agree that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forebear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act, omissions on the part of the Company indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
- vi) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the Contractor or ourselves or liquidation or winding up or dissolution or insolvency of the Contractor nor shall it be affected by any change in Company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated Company or concern

- till the payment or amount not exceeding Rs. _____ (in words _____) is made by the Bank.
- vii) This guarantee will not be discharged / vitiated or affected if any Company holds / obtain any other security / guarantee / promissory note from any person and / or the Contractor and this guarantee shall be in addition to any such guarantee.
 - viii) We, _____ (Bank) agree to pay to the Company simple interest @ 18% per annum on the amount demanded along with the costs, charges and expenses payable in respect thereof, if payment is not made within 10 days from the receipt of demand lodged by the Company.
 - ix) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
 - x) 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.
 - xi) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along 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 _____ 2012.

Date _____
Place _____

LIST OF EXCEPTIONS AND DEVIATIONS

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF WORK:

NAME OF TENDERER:

In line with Tender Document, Tenderer may stipulate exceptions and deviations to the Tender Stipulations if considered unavoidable.

S.No.	Page No. of Tender Document	Clause No. of Tender Document	Subject	Deviations

Note:

- i. Any deviations taken by the tenderer to the stipulations of the Tender document shall be brought out strictly as per this format and enclosed along with the Offer.
- ii. Any deviation not brought out as per this format and written elsewhere in the offer shall not be recognized and the same is treated as null and void.

Signature of Tenderer with seal

FINANCIAL QUESTIONNAIRE

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF THE WORK:

NAME OF THE TENDERER

1. Audited Annual accounts for the immediate preceding 5 years.
2. Provision for contingent liabilities, if any.
3. External sources of fund as a percentage of total sources of funds during last three years.
4. Total B.G. provision available and the B.G. margin available at present along with relevant details.
5. Cash Credit arrangements, if any, along with necessary details.
6. Solvency certificate of Banker with whom the tenderer transacted major business during the last 12 months.

Signature of Tenderer with seal

Proforma for Check List for the Information to Be Furnished By the Tenderer Along With the Offer

Ref: Tender No. RSMM/ CO/PROJ/Mokala/2012-13/307/1 Dated 16.08.2012

NAME OF THE WORK:

NAME OF TENDERER:

Tenderers are requested to mark [√] in the appropriate column for having furnished details in the requisite number of copies as detailed below : If the information is not furnished, then the Tenderers are requested to give the reasons for not furnishing the same in the remark column (*Tenderers are requested not to write anything in this Proforma*).

S.N.	Details Regarding Information Furnished By The Tenderer	Furnished	Not Furnished	Remarks
A	B	C	D	E
1.	Details of similar works executed as per proforma of tender fulfilling qualification requirements along with the following a) Copy of Work Order along with its enclosures for similar work executed. b) Copy of Completion Certificate			
2.	Covering letter as per format (Annexure-1)			
3.	Details on in-house facilities with Bio-datas of the professionals who will work on this project (Annexure-2)			
4.	List of similar jobs during the last five years (Annexure-3)			
5.	List of present commitment (Annexure-4)			
6.	Proforma of bank guarantee for performance security deposit (Annexure-5)			
7.	Exceptions and Deviations, as per proforma of Tender (Annexure-6)			
8.	Annual report showing Balance Sheet and Profit and Loss A/c statement for previous five years and the financial questionnaire (Annexure-7) duly filled in.			
9.	Power of Attorney in the name of person signing the Tender			
10.	Earnest Money Deposit (Demand Draft /Banker's Cheque)			
11.	Latest Sales tax clearance Certificate			
12.	Permanent PF Registration No. & Copy of PF Registration Certificate			
13.	Service Tax registration No. & PAN No.			
14.	Un priced Price (Part II) - (Schedule – A)			
15.	One copy of complete Tender document inclusive of addenda/corrigenda, if any, duly signed and stamped on all pages.			

Signature of Tenderer with seal

AFFADAVIT

(on non judicial stamp paper worth Rs 10/-)

Tender No.....

Name of Tenderer.....

I.....S/o Shri.....aged.....Years,

resident of.....on behalf of the tenderer

i.e. M/s.....hereby undertake oath and state as under:

- i. 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 RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- ii. I/we have not been banned/suspended/de-listed by RSMML,
- iii. I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer
- iv. I/we declare that price bid is in prescribed performa & no conditions are attached to it. Even if any condition is found, those would be ignored at the risk & cost of us.
- v. 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.

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

Office Memorandum with respect to NABET accreditation of consultants by MOEF

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
 Telefax : 011: 2436 7668
 Dated 30th June, 2011

OFFICE MEMORANDUM

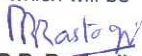
Subject: Accreditation of the EIA Consultants with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) – reg.

In continuation of Ministry's O.M. of even numbers dated 1st November, 2009, 2nd December, 2009, 18th March, 2010, 28th May, 2010, 1st November, 2010, 31st December, 2010 (available on Ministry's website <http://www.envfor.nic.in>) and after review of the accreditation progress till June, 2011 indicating receipt of 265 applications till 30th September, 2010 and 311 applications till 16th June, 2011 by the QCI/NABET, it has been noted that all the applications of the Consultants may be divided into four categories:

- I. Consultants accredited.
- II. (a) Eligible applications in process for accreditation.
 (b) Prima facie ineligible applications under processing.
- III. Applications withdrawn/rejected.
- III. New Applications.

2.0 Following procedure will be applicable in respect of the appearance of the environmental consultants before EAC/SEAC and shall be followed after 30th June, 2011:

- I Registration of all the QCI **accredited Consultants** will be valid for the period of accreditation/not exceeding three years. These accredited Consultants will be allowed to appear before the Expert Appraisal Committee (EAC) for Category 'A' projects and before State Level Expert Appraisal Committee/State Environment Impact Assessment Authority (SEAC/SEIAA) for Category 'B' projects. These approved EIA Consultants and EIA coordinators will engage themselves only in the approved sectors as approved by the QCI. List of accredited consultants is at List 'A'.
- II. The **Consultants who have applied to NABET/QCI before 30th June, 2010** (within S. N. 265) and **whose applications are still in process, whether Category II(a) or Category II(b), they may appear before EAC/SEAC/SEIAA only upto 30th September, 2011, unless accredited/registered before that date.** Consultants whose applications are in process are listed in List 'B'.
- III. The Consultants **where applications have been withdrawn or rejected** on various grounds are listed in List 'C' and will not be eligible to appear for presentation. However, they will be free to apply to QCI/NABET, and, if accredited, will be eligible for appearance in EAC/SEIAA/SEAC from the date of accreditation.
- IV. Those **Consultants who have applied after 30th June, 2010** (after S. N. 265) will now be considered for accreditation by the NABET/QCI strictly on the chronological basis and are listed in List 'D' which will be updated fortnightly on QCI website.


 (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


 (Dr. P.B. Rastogi)
 Director