



**RAJASTHAN STATE MINES & MINERALS LIMITED**

( A Government of Rajasthan Enterprise)

**SBU & PC LIGNITE**

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Ph. 5103346 (D), 2227938 (PBx) Fax.141-2227761, E-mail [contract.liq@rsmm.com](mailto:contract.liq@rsmm.com)

Tender No. RSMML/SBU-PC LIGNITE/CONT./2017-18/1

Dated: 14.11.2017

**TENDER DOCUMENT**

**FOR**

**WORK OF ENVIRONMENT MONITORING TO BE CONDUCTED  
AT  
KASNAU-MATASUKH LIGNITE MINES,  
NAGPUR**

Issued: On behalf of SBU-PC LIGNITE

**By  
Manager (Contract)**

Estimated cost of Work : Rs. 2.45 Lacs (Rupees Two lac and Eighty Thousand only)  
Earnest Money Deposit : Rs.4,900/-(Rs. Four Thousand Nine Hundred Only)  
Place of sale of Tender : RSMML Limited, SBU & PC Lignite,  
Khanij Bhawan, Tilak Marg,C-Scheme Jaipur 302005

DATE OF SALE OF TENDER DOCUMENT: From 17.11.17 to 11.12.17 up to 1.00 PM  
LAST DATE OF SUBMISSION : 11.12.17 Up to 3.00 PM  
DATE OF OPENING OF PART-I : 11.12.17 AT 3.30 PM  
PLACE OF SUBMISSION AND : OFFICE OF MANAGER (MKTG./CONTRACT)  
OPENING OF TENDER : RSMML, KHANIJ BHAWAN, TILAK MARG,  
JAIPUR

<b>Registered Office:</b> C-89-90, Jan path Lal Kothi Scheme, Jaipur -302 015 Phone:0141-2743734 Fax : 0141-2743735	<b>Corporate Office:</b> 4, Meera Marg, Udaipur - 313 001 Phone : 0294-2428763-67, fax 0294-2428768,2428739	<b>SBU &amp; PC – Lignite:</b> Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005. Phone No (0141)2227690, 2227938, 2227906, Fax: 141-2227761
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Cost of tender document Rs. 590/- Non Transferable & non Refundable.



## राजस्थान स्टेट माइन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)  
एसबीयू-पीसी लिग्नाईट  
खनिज भवन, तिलक मार्ग, जयपुर-302005

### निविदा सूचना

निविदा संख्या : आरएसएमएमएल/एसबीयूपीसी-लिग्नाईट/कान्स्ट्रैक्ट/2017-18/1 दिनांक: 14.11.2017

कार्य का विवरण	निविदा प्रपत्र विक्रय व प्रस्तुत करने की तिथि	बयाना राशि	कार्य अवधि
कसनाऊ-मातासुख लिग्नाईट माइन्स, नागौर के लिये वायु, पानी, ध्वनि एवं मिट्टी के पर्यावरण मोनीटरिंग हेतु ।	<b>17.11.2017 से 11.12.2017 को 1.00 बजे</b> निविदा प्रस्तुत करने की तिथि <b>11.12.2017</b> अपरान्ह 3.00 बजे तक	रूपये 4,900/-  निविदा प्रपत्र (अहस्तान्तरणीय) का <b>मूल्य :- रूपये 590/-</b> मूसं.कर (अप्रतिदेय)	02(दो) वर्ष
सम्पर्क अधिकारी- प्रबन्धक (विपणन)/ अनुबन्ध	दूरभाष-(0141) 5103346 E-Mail: <a href="mailto:contract.lig@rsmm.com">contract.lig@rsmm.com</a>		
विस्तृत निविदा सूचना तथा अन्य शर्तें हमारी <a href="http://www.rsmm.com">website- www.rsmm.com</a> एवं <a href="http://sppp.raj.nic.in">sppp.raj.nic.in</a> पर देखी जा सकती है!			

निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय खनिज भवन, जयपुर में प्रार्थना पत्र (दो प्रतियों में) प्रस्तुत कर निविदा में निर्देशित राशि नकद अथवा डिमाण्ड ड्राफ्ट जो कि भराजस्थान स्टेट माइन्स एण्ड मिनरल्स लि. जयपुर के पक्ष में देय हो, देकर प्राप्त कर सकते हैं । निविदा सूचना तथा अन्य शर्तें हमारी [website-www.rsmm.com](http://www.rsmm.com) and [sppp.raj.nic.in](http://sppp.raj.nic.in) पर देखी जा सकती है । वेब-साइट से डाउन-लोड किये गये फार्म की स्थिति में प्रपत्र का मूल्य निविदा में निर्देशित मूल्य का ड्राफ्ट अलग से निविदा प्रपत्र के साथ संलग्न करके भेजें ।

प्रबन्धक (अनुबन्ध)



## राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

एसबीयू-पीसी लिग्नाईट

खनिज भवन, तिलक मार्ग, जयपुर-302005

### निविदा सूचना

निविदा संख्या : आरएसएमएमएल/एसबीयूपीसी-लिग्नाईट/कान्ट्रेक्ट/2017-18/1

दिनांक: 14.11.2017

कार्य का विवरण	निविदा प्रपत्र विक्रय व प्रस्तुत करने की तिथि	बयाना राशि	कार्य अवधि
कसनाऊ-मातासुख लिग्नाईट माईन्स, नागौर के लिये वायु, पानी, ध्वनि एवं मिट्टी के पर्यावरण मोनीटरिंग हेतु ।	17.11.2017 से 11.12.2017 को 1.00 बजे निविदा प्रस्तुत करने की तिथि 11.12.2017 अपराह्न 3.00 बजे तक	रुपये 4,900/- निविदा प्रपत्र (अहस्तान्तरणीय) का मूल्य :- रुपये 590/-	02 (दो) वर्ष
सम्पर्क अधिकारी- प्रबन्धक (विपणन)/ अनुबन्ध	दूरभाष-(0141) 5103346, E-Mail: contract.lig@rsmm.com		
विस्तृत निविदा सूचना तथा अन्य शर्तें हमारी website- www.rsmm.com एवं spps.raj.nic.in पर देखी जा सकती है ।			

निविदा के बारे में विस्तृत जानकारी निविदा प्रपत्र में उपलब्ध हैं ।

अहस्तान्तरणीय निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय से अप्रतिदेय (नोन-रिफण्डेबल) मूल्य रुपये 590/- का भुगतान कर के उपरोक्त समयावधि में किसी भी कार्य दिवस को प्राप्त किए जा सकते हैं । वेब-साइट डाउन-लोड किये गये फार्म की स्थिति में प्रपत्र की फीस रु. 590/- का ड्राफ्ट अलग से निविदा प्रपत्र के साथ संलग्न करके भेजे ।

निविदाकर्ता अपनी निविदा दिनांक 11.12.2017 को अधोहस्ताक्षरकर्ता के कार्यालय, खनिज भवन, तिलक मार्ग, जयपुर में अपराह्न 3.00 बजे तक प्रस्तुत करेगा तथा उसी दिन अपराह्न 3.30 बजे उपस्थित निविदाकर्ताओं या उनके प्रतिनिधियों के समक्ष निविदा का प्रथम भाग (तकनीकी एवं वाणिज्यिक प्रस्ताव) खोला जाएगा, तथा सफल निविदाकर्ताओं को सूचीबद्ध किया जाकर ऐसे सूचीबद्ध निविदाकर्ताओं का ही द्वितीय भाग (दर प्रस्ताव) बाद में खोला जाएगा उसकी सूचना सफल निविदाकर्ताओं को भिजवायी जावेगी ।

**GST (Goods & Service Tax) में रजिस्टर्ड निविदाकर्ताओं को प्राथमिकता दी जावेगी जिसके लिए GST रजिस्ट्रेशन की प्रमाणित प्रतिलिपि संलग्न करनी होगी ।**

**बयाना राशि** रुपये 4900/- (रुपये चार हजार नौ सौ मात्र) का डिमाण्ड ड्राफ्ट/ई-पेमेन्ट द्वारा बयाना राशि के रूप में, जो कि आर. एस.एम.एम.लि., जयपुर के नाम से देय हो निविदा प्रस्ताव के साथ जमा करानी होगी ।

**पात्रता-PRE-QUALIFYING CRITERIA:** The tenderer will be pre qualified on the basis of following qualifying criteria:-

- Minimum turn over should be of Rs. 1.25 lacs in any one of the preceding three financial years (2014-15, 2015-16 & 2016-17).
- The tenderer must be accredited from Ministry of Environment, Forest & Climate Changes (MOEF & CC), Government of India.

**Notes: (i) Attested Copy of audited Balance Sheets and Profit & Loss Account /TDS Certificate/Form-16 of last three years in support of turn over in last three financial 2014-15, 2015-16 & 2016-17**

**(ii) Valid certificate for accreditation by MOEF & CC.**

नोट- जिन निविदाकर्ताओं को कम्पनी द्वारा पूर्व में किसी भी कार्य हेतु कार्यादेश जारी किया गया हो उसके पश्चात् यदि उसे निविदाकर्ता ने स्वीकार नहीं किया हो या कार्य बीच में छोड़ दिया हो या निविदाकर्ता की गलती की वजह से कार्यादेश कम्पनी द्वारा निरस्त कर दिया गया हो तो ऐसे निविदाकर्ता इस निविदा में भाग लेने के लिए पात्र नहीं होंगे ।

प्रबन्धक (अनुबन्ध)



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)  
Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005.

## Definitions

Definitions: The following words and expression shall have the meaning- hereby assigned to them, except where the context otherwise require.

- 1.1 DEFINITIONS:** 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.
- 1.01 "**Company**" shall means the Rajasthan State Mines & Minerals Limited (RSMML)having its Registered Office at 89-90, Lal Kothi Scheme, Janpath, Jaipur (Rajasthan) including its successors in office and assignees or its representative to authorised to act on its behalf for the purpose of the contract.
- 1.02 The "**Managing Director**" shall mean the Managing Director of RSMML
- 1.03 The "**Group General Manager**" shall mean the Group General Manager of SBU & PC- Lignite, Khanij Bhawan, Tilak Marg, Jaipur, of Company so designated or his successors in office.
- 1.04 The "**Group General Manager (Contract)**" shall mean the Group General Manager of Contract Division, Corporate office, 4- Meera Marg, Udaipur so designated or his successors in office.
- 1.05 The "**Unit In-charge**" shall mean the Unit In-charge of Lignite Unit of Company so designated or his successors in office appointed by the Company by whatever name.
- 1.06 "**Agent**" shall mean the Agent for Lignite Mines notified by the Company.
- 1.07 "**Mines Manager**" shall mean the Mines Manager so designated for Lignite Mines by the Company.
- 1.08 "**Engineer in Charge**"/"**Engineer In charge**" shall mean an Engineer of the Company specifically authorized for executing the contract for company.
- 1.09 "**Approved**" shall mean approved in writing by the company/Engineer In charge or Engineer in charge.
- 1.10 "**Tendered Rates**" or "**Work Rates**" or "**Rate of remuneration**" shall mean the rates entered in figures and words in schedule by the tenderer/ and accepted by the Company, as payable to the contractor for execution and performance of work.

- 1.11 "**Statutory obligation(s)**" would include the entire obligations which are to be complied with as per the provisions of various existing legislations applicable to working areas and those which may come in to force during pendency of the contract.
- 1.12 The "**Contractor**" shall mean the individual or the Firm or company whose offer has been accepted by the company and who has been awarded the job(s) envisaged under this tender. It will include their Legal Representative, successors and Permitted Assigns.
- 1.13 The "**Contract**" shall mean the agreement to execute the job as envisaged under this tender and shall include the Signed tender documents, the complete offer submitted by the tenderer(s), Letter of Intent, Work Order issued by the company, Agreement on a stamp paper, Corrigendum and addendum to the tender document, and/or any other document as deemed necessary.
- 1.14 "**Contract Document**" shall mean collectively tender documents, telex/letter of intent, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.15 The "**Work**"/"**Job**" shall mean the works or part thereof to be executed in accordance with the contract and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 1.16 The "**Contract Period**" shall mean the period agreed & allowed for the execution of the work. It shall also include the extended period, if any.
- 1.17 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
- 1.18 "**Tender document**" shall mean the document issued by the company against NIT for submission of offer by the bidders.
- 1.19 The "**Tenderer**" shall mean the individual or firm or company who have submitted the offer against this tender.
- 1.20 "**Tender**" shall mean the offer submitted by the bidder against NIT for acceptance by the company.
- 1.21 In the work, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)  
Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005.

## SECTION-I

### **INSTRUCTIONS FOR TENDERERS & GENERAL CONDITIONS OF THE CONTRACT**

#### **1.0 Description of work:**

1.1(i)	Ambient Air Quality Monitoring for SO <sub>2</sub> , NO <sub>x</sub> , PM10 and PM2.5 as per air quality standards prescribed by MOEF at five (05) stations simultaneously for two (02) days (Twenty Four hourly), in a week, for Four (04) consecutive weeks . Total No. of samples- forty (40) in each season (summer and winter) and total 80 samples in a year and 160 for two years period).
1.1(ii)	Water quality Monitoring at three (03) selected locations. Samples are to be analysed for Calcium, Magnesium, Iron, Manganese, Phosphorous, pH, TDS, Fluoride, Total Hardness, Chlorides, Sulphate, Nitrate, Turbidity, and Alkalinity. Total No. samples - Three (03) in each season (summer and winter) and total 6 samples in year and 12 samples in two years period.
1.1(iii)	Soil sampling at three (03) selected locations, samples are to be analysed for moisture, pH, Organic matter, EC, Available N (Nitrogen) P (Phosphorus) K (Potassium) Total No. of samples - 3 in each season (summer and winter) and 6 samples in year and 12 samples in period of two (02) years period.
1.1(iv)	Ambient Noise Level measurement at 10 locations (day & night) in each season (summer and winter) and total measurement at 20 location in a year and 40 in two (02) years period.
<b>Note:-</b> The above work shall be as per MOEF & CPCB suggestions and amendments there to, if made later during currency of the contract period.	
<b>1.2</b>	<b>Commencement of work-</b> Within Fifteen (15) days from the date of issue of work order or as per the monitoring programme suggested by Officer-In-Charge. The monitoring should be carried out during May/June for summer season and Nov./Dec. for winter season.

## 2.0 SUBMISSION OF OFFERS

- a. TWO PART TENDER: The tender offers are to be submitted in two parts namely "**Techno- commercial Bid**" (Part I) and "**Price Bid**" (Part II). Each of the two offers should be kept separately in sealed envelopes and marked with Tender number, name of work, Due date, Part I/II of tender (technical/Price) and name & address of the tenderer.
- b. Both these sealed envelopes should be kept in a third envelop, also sealed, addressed to:-

**Manager (Mktg./Contract),  
RSMML, SBU & PC Lignite, Khanij Bhawan,  
Tilak Marg, Jaipur.**

This envelope should also be super scribed with the Tender No., Name of work, Name of the Tenderer with address, telephone numbers etc., and the Due Date, in bold letters.

- c. The sealed offers should be submitted in the office of the  
**Manager (Mktg./Contract),  
RSMML, SBU & PC Lignite, Khanij Bhawan, Tilak Marg, "C"  
scheme Jaipur.** on or before the date and time mentioned in the Notice Inviting Tender . The techno commercial Bid (Part I) shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present.  
**Tenders received late will not be accepted.**

### 2.1(a) Techno Commercial Bid :- Following documents are to be furnished along with **Part I** of the offer.

- i. Duly signed Covering letter on the letter head of the tenderer with details of Earnest Money Deposit duly filled in.
- ii. Form 'A' with General information about the tender (Annexure-I).
- iii. Form 'B' with details of turn over in last three financial year 2014-15, 2015-16 & 2016-17 (Annexure-II).
- iv. One set of the tender documents along with conditions of the contract with all the forms duly filled, except price Bid form, and each page duly signed and stamped as token of acceptance of terms & conditions.
- v. Attested Copy of audited Balance Sheets and Profit & Loss Account /TDS Certificate/Form-16 of last three years in support of turn over in last three financial years 2014-15, 2015-16 & 2016-17.
- vi. **Valid certificate for accreditation by MOEF & CC in support.**
- vii. PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner. In case the tenderer is not registered with the PF Commissioner, then they shall be required to deduct and deposit the monthly PF (both employee and employer contribution) along with administrative charges with the PF trust of the Company. (Affidavit for PF enclosed as annexure-III).

- viii. Demand Draft in favour of Rajasthan State Mines & Minerals Ltd., payable at Jaipur for requisite Earnest Money Deposit.
- ix. A certificate that rates have been given in the prescribed format and no conditions have been attached to it.
- x. Copy of PAN No. Certificate.
- xi. Undertaking as per Annexure-IV enclosed in the tender document.
- xii. Copy of registration related to Micro, Small and Medium Enterprises under MSMED Act,2006 (Annexure-V).
- xiii. In accordance to recent RTPP Rules,2013 following annexure have been attached:-

Annexure A : Compliance with the code of Integrity and No Conflict of Interest

Annexure B: Declaration by the Bidder regarding Qualifications

Annexure C: Grievance Redressal during Procurement Process and Form No.1

Annexure D: Additional Conditions of Contract

Note-Tenderers are essentially required to submit declaration in format provided in Annexure B with the part –I.

## 2.1 (b) Price – Bid

- i Rates should be offered each item-wise as described in price bid proforma
- ii. Total Quoted value of work for all works shall be filled up in part-II **"Price Bid"**.
- iii The tenderer should quote rates in English, both in figures as well as in words. The rates and amounts tendered by him in the schedule of rates for each item of work and in such away that insertion and /or interpolation is not possible. Part-II **"Price Bid"** of tender is to be duly signed, sealed and dated by the tenderer. Price Bid rates shall be quoted on firm basis. .
- iv. Company reserves the right to reject / accept any offer or part thereof

## 3. OPENING OF THE TENDER

- i) The envelop containing Part-I – **"Techno-Commercial Bid"** of the offer will be opened in the office of the Manager (Contract), RSMML, Khanij Bhawan Tilak Marg "C" Scheme Jaipur. The authorised representative/s of the tenderers is at liberty to be present at the time of the opening of the tender.
- ii) 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 same time.

- 3.1 The Company shall evaluate the tenders on the strength of certified documents furnished by the tenderer with the tender as well as on the basis of the information available with the Company. A tenderer shall be fully responsible for consequences including rejection of its tender or cancellation of contract (if awarded) in case requisite details / documents are not furnished or incomplete information is furnished or the information is found to be false / fabricated /misleading etc.



#### 4.0 VALIDITY OF OFFERS

The tender offers should remain valid and open for acceptance, for a period of 180 days from the date of opening of the tenders (price bids) or last negotiations held, if any, whichever is later. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the earnest money deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit/ Security Deposit, as the case may be, shall be forfeited.

#### 5.0 EARNEST MONEY DEPOSIT

- a) The EMD is Rs. 4,900/- (Rupees Four Thousand Nine Hundred Only).
- b) This is to be furnished by Demand Draft/ Pay Order/e-payment/ Banker's Cheque drawn on any Nationalised/scheduled Bank, in favour of "**RAJASTHAN STATE MINES & MINERALS LTD.**" payable at Jaipur. This DD/PO/BC should be enclosed and submitted with the "**Techno-Commercial offers**" (Part-I). Offers without Earnest Money Deposit are liable to be rejected/ ignored.
- c) Tenderer, besides above, may furnish EMD through e-payment also to the RSMML account given as under:-

Name of beneficiary	RSMML LTD., JAIPUR	RSMML LTD., JAIPUR	RSMML LTD., JAIPUR
Name of Bank	<b>Axis Bank</b>	<b>ICICI Bank</b>	<b>HDFC Bank</b>
Bank Location	Malviya Nagar, Jaipur	Khanij Bhawan, Tilak Marg, Jaipur	Aditya Tower, New Sanganer Road, Jaipur
Type of Account	C.D.	C.D.	C.D.
C.D. Account No.	<b>910020036634989</b>	<b>678605000722</b>	<b>18437630000803</b>
IFSC Code	<b>UTIB 000626</b>	<b>ICIC 0006786</b>	<b>HDFC 0001843</b>

Tenderer is required to submit requisite EMD deposit in the RSMML Jaipur account through e-payment providing a printed copy as a proof of such bank transaction with reference ID number along with the documents submitted with the tender.

- d) The Earnest Money Deposit shall not bear any interest.
- e) The Earnest Money Deposit of the unsuccessful tenderers shall be refunded at the earliest.
- f) Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like Cash, Cheque, Bank Guarantee, FDR's etc.
- g) The Earnest Money Deposit shall be forfeited in the following cases:
  - i) If the tenderer withdraws or modifies the offer during the validity period of the offer.
  - ii) If the tenderer does not deposit the prescribed Performance Guarantee in the prescribed time after the work is offered to the tenderer.

- iii) If the tenderer does not execute the agreement in the prescribed format in the specified time.
- iv) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility/qualify for the contract.
- v) If the tenderer declines to accept the job offer made by the company, subsequent to acceptance of his/their offer by the Company.

## 6.0 SECURITY DEPOSIT

- i. In the event of acceptance of the offers, the successful tenderers shall have to furnish **Security Deposit** equivalent to 10 % of the value of the contract. The **Security Deposit** shall have to be furnished within 15 days of the date of the Work Order or Letter of Intent or any Letter asking them to do so. The SD deducted will be released to the party after successful completion of the contract.
- ii. In case of enhancement of tendered quantity, additional Security Deposit amount will be deducted from the running bills of the contractor.
- iii. The Company shall have absolute right to adjust any amount/amount of losses/damages as may be fixed by the company from the security deposit. The contractor shall have to maintain this SD at the requisite level during entire contract period. The same shall have to be restored to the requisite level, should it fall below it for the reason of forfeiture and/or appropriation during the contract period. In case of failure to do so the amount by which SD falls short shall be recovered from immediately next running bill.
- iv. Failure to execute the work strictly as per the Terms and Conditions laid down herein and/or as contained in the Work Order etc. or not to fulfil any of the contractual obligations will result in forfeiture of the SD and/or Termination of the contract or both, in absolute discretion of the Company.
- v. The Security Deposit shall not bear any interest.
- vi. If the contractor fails in completion of work, the SD shall be forfeited and work may be got executed by any other agency and the contractor will have no claim over work.

## 7.0 PRE- QUALIFYING CRITERIA

The tenderer will be pre qualified on the basis of following qualifying criteria:-

- (a) Minimum turn **over should be of Rs.1.25 lac** in any one of the preceding three financial years (2014-15, 2015-16 & 2016-17).
- (b) The tenderer must be accredited from Ministry of Environment, Forest & Climate Changes (MOEF & CC), Government of India.

Notes: (i) Attested Copy of audited Balance Sheets and Profit & Loss Account /TDS Certificate/Form-16 of last three years in support of turn over in last three financial years 2014-15, 2015-16 & 2016-17.

(ii) Valid certificate for accreditation by MOEF & CC in support.

The Financial / price bid of only those bidders shall be opened who qualify in "**Technical-Commercial**" (**Part-I**) bid as per the above criteria & only qualified bidders will be informed about price bid opening.

8.0 **DERIVING LOWEST BIDDER:** The total value of the work for all items combined as mentioned in price bid Performa will be the basis of deriving the lowest bidder. (L1)

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

All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.

- a. The tender shall contain the name, residence and place of business of person or persons, making the tender and shall be signed by the tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Extract of Registrar of Firm's Register/ Partnership deed) in the tender. It should be signed in the partnership name by all the partners or by any one partner duly authorised by all other partners of the firm followed by the name and other details of the partner signing. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf shall accompany the tender.
- b. Tenders containing corrections and alterations are liable to be rejected. Any corrections and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- i. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- ii. The bids should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.

- iii. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- iv. The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.
- v. Tender document shall be issued in duplicate by Company one for record of tenderer and other copy duly signed, stamped & dated by the authorized signatory of the tenderer on each page, should be enclosed with the "Techno Commercial Bid" by way of acceptance of the terms and conditions of this tender.

**10.0 PERIOD OF CONTRACT: TWO (02) YEARS**

**11.0 WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE:**

All the works, to be executed under the contract, shall be executed under the direction and subject to the approval, in all respect of the Engineer-in-charge of the Company for the time being, who shall be entitled to direct, at what point or points and in what manner they are to be commenced, and from time to time carried on.

**12.0 PAYMENT:**

12.1 The contractor shall submit bills in triplicate to Dy. General Manager (Mining), Nagaur / Engineer-in-charge, who will verify the same. The payment shall be made within the period of 15 days from the date of receipt of the duly verified bills in the office of Group General Manager (Lignite). However, on commencement and completion of the contract, if part of a calendar month is involved, the bill shall be raised for that part on prorata basis.

12.2 Payment shall be made proportionately for every six monthly report on submission of final Reports as per scope of work specified in clause No. 1 of Section - III of this tender document.

**13.0 CONTRACT AGREEMENT:**

The contractor shall execute a contract agreement within a period of 30 days of issuance of work -order on a Non-judicial Stamp Paper of appropriate value (to be borne by contractor) towards this work.

**14.0 ACTION WHERE NO SPECIFICATION:**

In case of any Class of work for which there is no such specification as is mentioned such work shall be carried out in accordance with the detailed specification of the Company and also in accordance with the instructions and requirement of the Engineer-in-Charge.

## 15.0 PROVIDENT FUND :

- a) The contractor shall be wholly responsible for complying with the fulfilments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- b) The Contractor who are coming under the purview of the Employee Provident Fund & Misc. Provisions Act (EPF & MP Act) but are not registered should have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- c) The Contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with an additional amount @ 1.15% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. An Affidavit for this purpose is to be furnished on a stamp paper of appropriate value at the time of awarding the contract by those contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the contract Labour (R&A) Act to the effect that

They are not covered under the EPF & MP Act, and

- (ii) In case the currency of the contract they come under the purview of the said Act than they will get themselves registered with the PF Commissioner and will deposit the PF with the RPFC. Performa of affidavit is enclosed as Annexure-III.
- d) However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-in-charge.
- e) Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-in-charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

17.0 **Canvassing in any form may lead to rejection of tender.**

18.0 **TAXES**

**GST :**

- i) 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).
- ii) 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.
- iii) 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.
- iv) In case of reversal of Input Tax Credit (ITC), 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.
- v) Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period."
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid 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 filed by us."

19.0 **NEGOTIATIONS:**

- 19.1 Negotiations 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 bid 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-bid 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 bid.

19.2 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.

19.3 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 bided by them.

## **20.0 RESERVE AND RIGHTS**

- i. The Company reserves the right to accept or reject any or all tenders, or to withdraw/scrap this Tender altogether without assigning any reason.
- ii. The Company does not bind itself to accept the lowest offer.

## **21.0 COMPENSATION**

- i. Execution of work, and proper monitoring of system, is the crux of the contract. In case Environmental monitoring system is disrupted, on any account except non-availability of power at the powerhouse/ Non-availability of material to be supplied by the company and non-availability of space for disposal of water, then for every such disruption of system, penalty will be charged to the contractor for every such stoppage. However, delays on account of reasons beyond the control of company or the contractor shall not be covered under this clause.
- ii. In case of delay in submission of report by the Contractor or failure of the Contractor to perform the work in a manner as specified in the contract, Company will be entitled for imposing a pre-determined and agreed compensation @ 10% of value of the contract rate for the part of the work not undertaken / delayed by the Contractor. The compensation will be recovered by way of deduction from the bills payable to the Contractor or any other amount due to the Contractor. No payment shall be made for the part of work left incomplete as foregoing.
- iii. Besides above, failure of the Contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the risk and cost of the Contractor and to recover from it the full difference of cost of making such alternative arrangements.

## **22.0 RIGHT TO REVIEW PERFORMANCE**

The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.

The Company shall have absolute right to determine and ascertain the damages or loses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company.

The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

## **23.0 TERMINATION OF THE CONTRACT**

- i. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- ii. The contract may also be terminated in the event the contractor being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days notice to the Contractor at their last notified address. In such an event, the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

## **24.0 FORCE MAJEURE**

The contract shall be subject to the standard force majeure clause such as war, civil disturbances, strike, pestilence, epidemic, earthquake, flood, firestorm and/or any other act of nature or any other calamity beyond the control of any of the parties. In such cases the obligations of either party shall remain in suspense during the period of calamity aforesaid and work shall be resumed immediately after the calamity as aforesaid has ceased or otherwise deemed to have been determined.



## 25.0 DEATH OF CONTRACTOR

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

## 26.0 DISPUTE & JURISDICTION

- i In case of any dispute, it shall be the endeavor of both the parties to resolve it through mutual discussions.
- ii. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work during the period of contract due to and during the pendency of such disputes or differences.

## 27.0 APPEAL BY THE CONTRACTOR:

If the contractor is not satisfied with any decision or working methods of the local management, then he can submit his representation initially to First Appeal Officer who is Group General Manager (Lignite), RSMML, Jaipur and subsequently to the Managing Director, RSMML. 4-Meera Marg, Udaipur- who is Second Appeal Officer through payment of prescribed fee and in the prescribed form No.1 (see rule-83)- Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 of Annexure-C provided in the tender document.

Signature of Tenderer with seal & address

## **UNDERTAKING**

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 and have signed each page of the tender document as token of acceptance of all terms & conditions of this tender.

**Name & Signature of Tenderer with seal**

## **SECTION II SITE & GENERAL INFORMATION**

### **1. LOCATION:**

Kasnau Matasukh Lignite Mines of Rajasthan State Mines and Minerals is situated in tehsil Jayal of Nagaur district. It is located at about 36 km from Nagaur on Nagaur - Didwana road. There is a power connection of 33 kv from AVVNL in the area. There is a network of electrical installations consisting of 33/11 KV and 11/0.4 KV Sub-Stations, Overhead transmission lines within the mining lease & acquired land area and Power supply systems to various installations therein.

## SECTION-III

### SPECIAL TERMS AND CONDITIONS

#### 1.0 SCOPE OF WORK:

- 1.1(i) Ambient Air Quality Monitoring for SO<sub>2</sub>, NO<sub>x</sub>, PM10 and PM2.5 as per air quality standards prescribed by MOEF at five (05) stations simultaneously for two (02) days (Twenty Four hourly), in a week, for Four (04) consecutive weeks . Total No. of samples- forty (40) in each season (summer and winter) and total 80 samples in a year and 160 for two years period).
- 1.1(ii) Water quality Monitoring at three (03) selected locations. Samples are to be analysed for Calcium, Magnesium, Iron, Manganese, Phosphorous, pH, TDS, Fluoride, Total Hardness, Chlorides, Sulphate, Nitrate, Turbidity, and Alkalinity. Total No. samples - Three (03) in each season (summer and winter) and total 6 samples in year and 12 samples in two years period.
- 1.1(iii) Soil sampling at three (03) selected locations, samples are to be analysed for moisture, pH, Organic matter, EC, Available N (Nitrogen) P (Phosphorus) K (Pottasium) Total No. of samples - 3 in each season (summer and winter) and 6 samples in year and 12 samples in period of two (02) years period.
- 1.1(iv) Ambient Noise Level measurement at 10 locations (day & night) in each season (summer and winter) and total measurement at 20 location in a year and 40 in two (02) years period.
- Note- The above work shall be as per MOEF & CPCB regulations and amendments thereto, if made later during currency of the contract period.
- 1.2 Commencement of work-** Within Fifteen (15) days from the date of issue of work order or as per the monitoring programme suggested by Officer-In-Charge. The monitoring should be carried out during May/June for summer season and Nov./Dec. for winter season.

#### 2.0 TERMS & CONDITIONS :-

- i) The observation points shall be as decided by Dy. General Manager (Mining), Kasnau-Matasukh Lignite Mines, Nagaur or by his authorised representative.
- ii) Tenderer is required to arrange to deliver all the observed/monitored/analysed data duly supported by standard Empirical Formula Calculation and calibration in **Four (04)** Copies of Final Report to the Dy. General Manager (Mining), Kasnau-Matasukh Lignite Project, Nagaur unit in each season summer and winter respectively.

- iii) In case awarded work is not completed within stipulated time frame as above then a penalty at the rate of Rs. 100.00 per day shall be imposed for each block of 6 months and any inordinate delay not exceeding 10 days, the Company will be free to forfeit security deposit.
- iv) The contractor shall be allowed to carry out the work as per schedule round the clock on particular all working days other than the weekly day of rest and other holidays declared by the Company.
- v) The contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the Company. It shall be the duty of those representative/s to call on at the office of Unit/ Project concerned of the RSMML and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with.
- vi) The contractor shall examine all pros and cons and its impact on the performance & progress of work. The company will not entertain any claim on this account.
- vii) The contractor shall be required to undertake the work of monitoring of various environmental parameters including collection & analysis of samples as directed by the Engineer-In-Charge from time to time. The Engineer-In-Charge shall have a right to stop any of the work & may direct the contractor to do alternate work. Decision of Engineer-In-Charge shall be final & binding in this regard.
- viii) The monitoring samples shall be tested from a MOEF Recognised Laboratory only.
- ix) Tenderer must depute suitably qualified persons, who is, well versed and knowledgeable in handling Measurement Instruments to be used for the purpose of technical instruments under the overall guidance of company's authorised person for carrying out the sampling procedures.
- x) The contractor will have to make his own arrangement for transportation of men and equipment, their stay at work site, Source of electric power (DG set) etc. and all other incidental or contingent works required for executing the job.

### **3.0 REPORTS :-**

- a) First six monthly draft environmental monitoring reports in 2 copies having data of summer season monitoring shall be submitted within one month from the completion of the above monitoring at site.

- b) First six monthly final environmental monitoring reports in 3 copies including a soft copy shall be submitted within 15 days from the receipt of comments, if any, from RSMML on the draft report.
- c) Second six monthly draft environmental monitoring report in 2 copies having data of winter season monitoring shall be submitted within one month from the completion of above monitoring at site.
- d) Second six monthly final environmental monitoring reports in 3 copies including a soft copy shall be submitted within 15 days from the receipt of the comments, if any, from RSMML on the draft report.
- e) In addition to aforesaid schedule, contractor shall also be required to submit reports in such forms and at such interval as directed by concerned Engineer-In-Charge from time to time.

#### **4.0 Remuneration:-**

The remuneration will be paid by an account payee cheque after submission of reports and verification of the bills by Dy. General Manager (Mining), Nagaur or his authorized representative.

Manager (Contract)



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**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 subcontractor, 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.



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड  
(राजस्थान सरकार का उपक्रम)

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**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:**



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड  
(राजस्थान सरकार का उपक्रम)

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Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

*Managing Director,  
RSMM Limited,  
4-Meera Marg, Udaipur (Raj.)*

The designation and address of the Second Appellate Authority is –

*Mines Department,  
Government of Rajasthan,  
Secretariate, 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 thereunder, 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



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## **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 25% 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.


**RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

SBU &amp; PC LIGNITE : JAIPUR

**“Technical-Commercial Bid (Part - I)**

Form 'A'

## General Information about the Tenderer

Name and Address of Tenderer			
Name of Contract Person with Phone/Fax No. with STD Code / E.- Mail / Mobile			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name(s) of Partners / Directors with full Address			
Annual Turn over (in Rupees)	2014-15	2015-16	2016-17
PF Account number or affidavit	Yes/No		
Labour Licence Number	Yes/No		
PAN No. (copy provided)	Yes/No		
Undertaking as per annexure-IV	Yes/No		
Registration details under Micro, Small And Medium Enterprises (MSMED Act, 2006) attached ?	Yes/No		
Certificate of MoEF & CC	Yes/No		
Service Tax / GST Registration details			
यदि निविदा प्रपत्र को वेब-साईट से डाउन-लोड किया है तो निविदा प्रपत्र की शुल्क का विवरण	डीडी नं.....रु..... दि.....		

(Signature of Tenderer with seal and address)


**RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

SBU &amp; PC LIGNITE : JAIPUR

**“Technical-Commercial Bid (Part - I)**

Form 'B'

Name of Work: Environmental Monitoring to be conducted at Kasnau-Matasukh Lignite Mines, Nagaur

Technical Criteria –

- (1) Turn – over of Rs.1.25 Lac in any one of the immediately preceding 3 (three) financial years.

Year	Name of work	Organisation for which work executed	Value of work (in Rs.)
2014-15			
2015-16			
2016-17			

- (2) Valid certificate for accreditation by MOEF & CC shall be submitted in support.

NOTES : As per clause 7.

(Signature of Tenderer with seal and address)

**Annexure-III**

**AFFADAVIT**

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

- 1) That I have submitted a tender for .....
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent  
(Authorised Signatory)

**VERIFICATION**

I /We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent  
(Authorised Signatory)

**Undertaking**

I/We in respect of submission of tender to the RSMM Ltd. hereby declare as under:-

1. We confirm that we have not put any other deviations to the tender terms & conditions.
2. We have not been banned/ debarred/ suspended by the RSMM Ltd. in past for any reason/default.
3. No Legal case is pending with RSMML.

( )

Signature of tenderer

Name and seal of tenderer

Date:  
Place:

## **Declaration**

**Name of the work:** Environment Monitoring to be conducted at Kasnau-Matasukh Lignite Mines, Nagaur

### **Registration under Micro, Small & Medium Enterprises Development Act, 2006**

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. (Yes/No)

2. If yes, please furnish the declaration given below.

We hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises.

3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:  
Place:





## RAJASTHAN STATE MINES & MINERALS LIMITED

( A Government of Rajasthan Enterprise)

### SBU & PC LIGNITE

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Ph. 5103346 (D), 2227938 (PBx) Fax.141-2227761, E-mail [contract.lig@rsmm.com](mailto:contract.lig@rsmm.com)

Tender No. RSMML/SBU-PC LIGNITE / CONT. / 2017-18 /1

Dated:14.11.2017

### Price Bid (Part - II)

Name of Work: Environmental Monitoring to be conducted at Kasnau-Matasukh Lignite Mines, Nagaur (Consolidated Statement of rates offered)

	Description of work	Amount payable (in Rs.) (Both in figures & words)
1.1 (i).	Ambient Air Quality Monitoring for SO <sub>2</sub> , NOX, PM10 and PM2.5 as per air quality stands prescribed by MOEF at five (05) stations simultaneously for two (02) days (Twenty Four hourly), in a week, for Four (04) consecutive weeks . Total No. of samples- forty (40) in each season (summer and winter) and total 80 samples in a year and 160 for two years period).	In figures Rs..... ..... In words Rs..... .....
1.1 (ii)	Water quality Monitoring at three (03) selected locations. Samples are to be analysed for Calcium, Magnesium, Iron, Manganese, Phosphorous, pH, TDS, Fluoride, Total Hardness, Chlorides, Sulphate, Nitrate, Turbidity, and Alkalinity. Total No. samples - Three (03) in each season (summer and winter) and total 6 samples in year and 12 samples in two years period.	In figures Rs..... In words Rs..... .....
1.1 (iii)	Soil sampling at three (03) selected locations, samples are to be analysed for moisture, pH, Organic matter, EC, Available N (Nitrogen) P (Phosphorus) K (Pottasium) Total No. of samples - 3 in each season (summer and winter) and 6 samples in year and 12 samples in two (02) years period.	In figures Rs..... In words Rs..... .....
1.1 (iv)	Ambient Noise Level measurement at 10 locations (day & night) in each season (summer and winter) and total measurement at 20 location in a year and 40 in two (02) years period.	In figures Rs..... In words Rs..... .....
	<b>Total amount</b>	(In Figures) Rs..... (in words) Rs.....).

Note:

1. The above work shall be as per MOEF & CPCB guidelines suggestions and amendments there to, if made later during currency of the contract period.
2. The above rates shall remain fixed for the entire contract period of Two (02) years.
3. The rate shall be inclusive of all taxes and duties as applicable etc. and **exclusive of GST, if any.**
4. Any additional condition found with the price offer shall be treated as withdrawn from the side of tenderer.

(Signature of Tenderer with seal and address)