



BARMER LIGNITE MINING COMPANY LIMITED

(NIT No: BLMCL/MD/JPR/22-23/079 dated 05.10.2022)

Tender for
Monitoring of Ambient Air and Noise Level
in and around
Kapurdi & Jalipa Lignite Mine, Barmer, Rajasthan

Office of
Barmer Lignite Mining Company Limited,
Office No. 2 & 3, 7th Floor, Man Upasana Plaza, C-44,
Sardar Patel Marg, C-Scheme, Jaipur-302001

Phone: +91-141-2369772 Fax: +91-141-2369774

E-mail: blmcl@blmcl.in; operations@blmcl.in

Website: www.blmcl.in

Cost of Tender Document: Rs. 590/-

Contact Person at Barmer Office:

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BARMER LIGNITE MINING COMPANY LIMITED

Office No. 2 & 3,7th Floor, Man Upasana Plaza,
C-44, Sardar Patel Marg, C-Scheme, Jaipur 302001

TENDER NO.: BLMCL/MD/JPR/22-23/079 dated 05.10.2022

Electronic Bids are invited from the experienced firms for taking up the Ambient Air Monitoring and Noise Level Monitoring at Kapurdi and Jalipa Lignite Mine and in the buffer zone of 10 km radius through e- procurement portal of Government of Rajasthan.

The tender document with detailed conditions can be obtained through the web site <http://eproc.rajasthan.gov.in> and should only be submitted in electronic form through e-procurement portal. Manual Offer Bids for this tender will not be accepted under any circumstances.

1	Name of Work	Ambient Air Monitoring and Noise Level Monitoring
2	Time Period	5 Years
3	Cost of Tender	Rs 590/- (Rs. 500 plus 18% GST) (Five hundred and ninety only)
4	Date of Issue/Upload of Tender	06.10.2022
5	Date & Time of Receipt of Tender	19.10.2022 upto 3.30 p.m.
6	Date & Time of Tender Opening	20.10.2022 on 3.30 p.m.
7	Website	http://eproc.rajasthan.gov.in

The detailed tender document will also be available on the website of Rajasthan State Public Procurement Portal www.sppp.rajasthan.gov.in and also on the Company's website www.blmcl.in

For submission of e-tender, bidders are requested to get themselves registered with <https://eproc.rajasthan.gov.in> website alongwith Class II/III Digital Signature Certificate (DSC) issued by authorized agency under IT Act 2003. Further clarifications/corrigendum in this regard, if any, will be uploaded only on Government of Rajasthan's portal / BLMCL's website.

Mr. Naresh Kumar Purohit
AVP (Operations)
Mobile: +91 9909965448
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Tender Notice

Barmer Lignite Mining Company Limited (BLMCL) invites e-bids for Ambient Air Monitoring and Noise Level Monitoring at Kapurdi and Jalipa Lignite Mine and in the buffer zone of 10 km radius.

Sl. No.	Name of work	Quantity	EMD (Rs.)
1.	Ambient Air Monitoring for 24 hrs. (8 hourly) sampling and analysis of PM ₁₀ , PM _{2.5} , SO ₂ , NO _x and CO at specified locations as per the prescribed guidelines of MOEFCC and Rajasthan State Pollution Control Board for five years on weekly once basis.	At sixteen stations (Analysis of 832 No's. of samples in one year)	1,40,000
2.	Analysis of Heavy Metals like Hg, As, Ni, Cd, Cr. etc. in the ambient air once in six month i.e., only two times in a year in the month of April and October for five years.	Analysis of 32 No's. of samples in one year	
3.	Weekly Monitoring of Ambient Noise Level at the mine site of Kapurdi and Jalipa Lignite Mine for five years.	Maximum 104 No's. in one year)	
4.	Submission of Analytical Report of above S. No. 1, 2 & 3 at the end of every month.	As per above	

Tender Document can be downloaded from <http://eproc.rajasthan.gov.in> and should only be submitted in electronic form through e-procurement portal. Manual offer bids for this tender will not be accepted under any circumstances.

For submission of e-tender bidders are requested to get themselves registered with <http://eproc.rajasthan.gov.in> website along with class II/III Digital Signature Certificate (DSC) issued by authorized agency under IT Act 2003.

e-TENDERING PROCESSING CHARGES: For each & every bid submitted a non-refundable processing charge Rs.1,000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL "payable at Jaipur. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at Office No 2 & 3, 7th Floor, Man Upasna Plaza, C-44,Sardar Patel Marg, C Scheme, Jaipur - 302001 (Rajasthan) on or before the date & time of submission of the tender.

No physical bid shall be permitted. The bids submitted online through State Procurement Portal of Government of Rajasthan (<http://eproc.rajasthan.gov.in>) shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including price bid on the E-Tendering website (<http://eproc.rajasthan.gov.in>) only. Bidder can refer to user manual for bid submission available on the above website.

However, bidder are required to submit the following documents in original in the manner prescribed in the bidding document in sealed envelope titled "**Original Documents for Bidding Document No. BLMCL/MD/JPR/22-23/079**" and shall be sent to Barmer Lignite Mining Company Limited, Office No. 2 & 3, 7th Floor, Man Upasana Plaza, C-44, Sardar Patel Marg, C-Scheme Jaipur- 302001 on or before bid submission due date.

- 1- Power of Attorney (if applicable)
- 2- Tender Fee of Rs. 590/- in favour of "**Barmer Lignite Mining Company Limited**" payable at **Jaipur**.
- 3- E-tendering processing charges of Rs. 1000/- in favour of "MD, RISL" payable at Jaipur
- 4- Earnest Money Deposit (EMD) of Rs. 1,40,000/- in favour of "**Barmer Lignite Mining Company Limited**" payable at **Jaipur**.
- 5- Any other document to be submitted in original as per bidding document.

However, the bidders are required to upload following relevant documents in respective folders provided in the e-tendering website.

- 1- Techno Commercial / Un-priced Bid
- 2- Price Bid
- 3- Bid Security / Earnest Money Deposit (EMD)

Tender Fee of Rs. 590/- shall be submitted only (Non-refundable) through Demand Draft in favor of "Barmer Lignite Mining Company Limited" payable at Jaipur. The bidders, in their own interest are requested to read the bid document very carefully before submission.

BID VALIDITY

Bids shall remain valid for a period not less than 90 days (ninety days) i.e., Bid Validity Period from the date of submission. A bid valid for a shorter period is liable to be rejected as non-responsive.

In exceptional circumstances, prior to expiry of Bid Validity Period, BLMCL may request the bidders to extend the period of validity for specific additional period (Extended Bid Validity Period). The request and the tenderers' response shall be made in writing (Fax/Letter/email). The tenderer(s) agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of EMD for the Extended Bid Validity Period.

EARNEST MONEY DEPOSIT (EMD)

The bidder / tenderer shall submit EMD, amounting of Rs. 1,40,000 (Rs. One lakh forty thousand only) in the form of Banker's Cheque or Demand Draft drawn in favor of **Barmer Lignite Mining Company Limited**, payable at Jaipur, Rajasthan.

The EMD shall be valid for a period of 120 days from the date of submission of the tender which includes Bid Validity Period. In case of extension of Bid Validity Period, EMD shall be extended for a further period of three months for such additional/extended period. If Tenderer (s) fails to extend EMD for such period, then bid of such tenderer shall not be considered.

Original EMD instruments / documents for the amount mentioned above shall be furnished, at the time of submission of Bid / Tender, as a part of it and time. Scan copy is to be uploaded on website as prompted. EMD shall bear no interest.

EMD of unsuccessful bidder / tenderer shall be returned within 15 days after award of work in favor of the successful bidder / tenderer, whereas EMD of successful bidder / tenderer shall be returned within three months of completion of the contract period of five years between BLMCL and successful bidder / tenderer. Tender / Bid not accompanied with EMD shall not be considered.

The EMD shall be forfeited in the following conditions:

- (a) If at any stage, any of the information/declaration given by the bidder is found false.
- (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
- (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
- (d) In case of final selection of bidder, if he fails to enter into the contract / accepts the (Letter of Intent) LOI in the given time frame in accordance with the terms and conditions of the tender.

Contents and Submission of Bids:

1. Earnest Money Deposit (EMD)
2. Attested copy of the Articles of Association / Proprietary Certificate / Partnership Deed as applicable
3. Photo copy of Power of Attorney / Board Resolution authorizing the person to represent the contractor.
4. Goods & Service Tax Registration Certificate
5. Copy of PAN for Income Tax
6. Firm must provide details of Registered Office (Address) with Telephone No./Fax/Mobile No.
7. Firm must provide details of Address for Communication along with Phone No. / Fax / Mobile No.
8. Certificate to the effect that the tenderer would absolve BLMCL of any liability which accrues during the contract period
9. Certificate of un-conditionality of the Bid (As per Annexure - C on the letter head of the bidder)
10. Tenderer / bidder must self-certify each page of the tender document in token of its understanding / acceptance.
11. A certificate to the effect that price bid is unconditional.
12. Copy of Certificate of NABL Accreditation.
13. MoU or Contract Agreement with a NABL Accredited Laboratory.
14. Copy of Registration Certificate with the State / Central Government.

Financial Bid shall contain the Price Bid only. Price bid should be submitted in the Proforma enclosed as Annexure-B.

Bidder's Qualification Criteria:

- (a) Should have accreditation/recognition of MoEFCC / Rajasthan State Pollution Control Board to carry out the job;
- (b) Associated Laboratory should have NABL Accreditation; and
- (c) Previous Experience of similar work of at least three years in last five financial years.

Other Instructions to the Bidders:

1. All document enclosed in Bid-I must be legible, duly stamped with their company / firm seal and signed properly by the person authorized by the contractor for submission of the bid.
2. Technical Specification of the proposed work are given in **Annexure - A**.
3. Bidder has to perform the job at the designated places (At 16 Sampling Stations within 10 km radius from the mining lease area) identified by BLMCL.
4. Bidder shall arrange its own equipment's, man power and other logistics like vehicle etc. to perform the job.
5. All the consumables are to be arranged by the bidder.
6. Test Reports should be submitted by 7th day of successive month.
7. **Price Bid should be submitted in the Proforma enclosed as Annexure-B. Total Cost including escalation to be incurred for five years would be the basis of determination of successful bidder.**
8. Price Bids will be considered only in the prescribed form. Bids not submitted in the prescribed format will be summarily rejected. Also, bidders should refrain from providing the information which is not relevant.
9. Since the bid is being called for five years, bidder should clearly mention the percentage of escalation in the price bid if needed.
10. All the communication / correspondence including the bid document must be signed and stamped on each page by the designated authorized representative of the bidder failing which the bid will be summarily rejected.
11. BLMCL reserves the right to accept or reject all the offers without assigning any reasons whatsoever.
12. No further discussion / interaction will be held with the bidders whose bids have been disqualified / rejected by BLMCL.
13. In case, any dispute arises with regard to interpretation / omission / error in this document, bid submitted, other documents; the decision of the Managing Director, BLMCL will be final and binding upon the bidders.
14. Interested Bidders may obtain further information from the Barmer Office of BLMCL, on any working day from 06.10.2022 to 19.10.2022 between 9.30 AM to 1.00 PM.
15. Bid shall be kept valid for 90 (Ninety) days from the last date of submission of the bid. Bid with validity for shorter period shall be liable for rejection. The bid shall be a non-conditional bid and a certificate to the effect for unconditional validity of the bid

in the form prescribed in **Annexure-C** shall be signed and along with the qualification bid.

16. The bidder shall ensure that bid is furnished / submitted strictly in the prescribed manner.
17. Financial Bids of only such bidders who qualify after opening of Technical Bids will be opened. Financial Bids of bidders, who do not qualify after opening of Technical Bids, shall not be opened.
18. Price Bid shall be inclusive of all applicable taxes, duties, and/or any other government levy that may be attracted for the work.
19. It will be obligatory on part of bidder to maintain validity of NABL Accreditation of associated laboratory throughout the contract period of five years.

CONTRACT TERMS

Effective Date of the Contract:

The effective date of contract shall be date of commencement of work i.e. within one week from the issuance of Work Order / Letter of Intent (LOI).

Terms of Payment:

- 1- No advance will be paid.
- 2- Monthly Bill shall be raised by the party along with the Analytical Report for the work done during the month. After due certification by BLMCL representative, payment of the bill will be released within 15 days of receipt (after deduction of income tax, other taxes and duties if applicable).

Duties and Taxes:

Bidder should quote the price inclusive of taxes and duties.

Liquidated Damages:

Towards Late Completion:

If the contractor fails to complete the work to the entire satisfaction of BLMCL within the Time of Completion or any extension thereof due to reasons attributable to the Contractor, the Liquidated Damages shall be levied, not by way of penalty, but by making deduction from the Contractor's Account. The rate of liquidated damages shall be 0.5% of the contract price per complete week of delay or part thereof, but limited to maximum 10% of the contract value.

Risk Purchase:

Time is the essence of the contract and if at any stage BLMCL is of the opinion that delay is taking place or likely to take place in the execution of the contract, BLMCL will be at liberty to assign the work to some other agency entirely at your risk, cost and expenses including incidental expenses at a negotiated rate and any extra expenditure incurred on

this account will be liability of the contractor and will be recovered from the EMD/Pending bills to ensure timely completion of the contract.

Indemnity Bond:

The contractor shall indemnify and hold harmless the client and its employees and officers from and against any and all suits, actions and administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the client may suffer as a result of any obligations/actions of the contractor.

Limit of Liability:

Maximum 100% of the contract price.

Insurance:

Insurance of material during transit from manufacturer/supplier to site and during period of monitoring shall be borne by contractor. Any liability/loss of material due to theft etc. during the period of contract shall be contractor's responsibility.

The contractor shall comply with all the conditions of Minimum Wages Act, Workmen Compensation Act and any other statutory provision applicable at the time of execution of contract.

In case of any dispute, matter would be referred to MD, BLMCL whose decision would be final and binding on both the parties.

Arbitration:

In the event of any dispute(s)/difference(s)/claim(s) arising between the Contractor and BLMCL relating to or arising out of the various terms, conditions and obligations set forth in this Contract, the same shall be referred for adjudication to a Sole Arbitrator to be appointed by the MD, BLMCL. The Contractor expressly waives its right to question the appointment of the sole arbitrator on the ground that the Appointing Authority is the MD of BLMCL. The venue of arbitration shall be Jaipur.

Termination:

The company with mutual consent or Company at its sole discretion may decide to terminate the contract. A notice to the above fact, for a period not less than 30 days shall be given to the contractor in writing.

On termination of the Contract, the Engineer-in-charge shall issue a Certificate for the value of work done less payments received up to the date of the issue of Certificates, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. If the total amount payable to the BLMCL exceeds any payment payable to the Contractor, the difference shall be treated as liability payable to the BLMCL and the same can be recovered from any amount due or may become due to the Contractor without prejudice to

any other mode of recovery. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the BLMCL, after such termination.

Jurisdiction:

The competent court at Jaipur alone shall have exclusive jurisdiction to entertain any application pertaining to the Arbitration proceedings in relation to this Contract.

For Barmer Lignite Mining Company Limited

Mr. Naresh Kumar Purohit
AVP (Operations)
Barmer Lignite Mining Company Limited
Office No. 2 & 3, 7th Floor, Man Upasana Plaza,
C-44, Sardar Patel Marg, C-Scheme,
Jaipur - 302001, Rajasthan

Technical Specification

Work:

Ambient Air Quality Monitoring and Ambient Noise Level Monitoring.

Sl. No.	Particulars	Quantity (in No's.)
1.	Ambient Air Monitoring for 24 hrs. (8 hourly) sampling and analysis of PM ₁₀ , PM _{2.5} , SO ₂ , NO _x and CO at specified locations as per the prescribed guidelines of MOEFCC and Rajasthan State Pollution Control Board for five years on weekly once basis.	At sixteen stations (Analysis of 832 No's. of samples in one year)
2.	Analysis of Heavy Metals like Hg, As, Ni, Cd, Cr. etc. in the ambient air once in six month i.e., only two times in a year in the month of April and October for five years.	Analysis of 32 No's. of samples in one year
3.	Weekly Monitoring of Ambient Noise Level at the mine site of Kapurdi and Jalipa Lignite Mine for five years.	Maximum 104 No's. in one year)
4.	Submission of Analytical Report of above Sl. No. 1, 2 & 3 by the 7 th day of successive month.	As per above

(Note: In case of any changes in the monitoring parameters of Ambient Air by MOEF or CPCB/RSPCB, the modified parameters will be considered.)

Price - Bid

The price bid will be quoted as below and will be attached in e-bids:

Tender No: BLMCL/MD/JPR/22-23/079 dated 05.10.2022

Name of Contractor/Bidder: _____

Address of Contractor/Bidder: _____

Contact Person of Contractor/Bidder: _____

Contact No. of Contractor/Bidder: _____

Email ID of Contractor/Bidder: _____

Sl. No.	Description	Unit Rate (Rs. Per sample)
1.	Ambient Air Monitoring for 24 hrs.(8 hourly) sampling and analysis of PM ₁₀ , PM _{2.5} , SO ₂ , NO _x and CO at specified locations as per the prescribed guide lines of MOEFCC and Rajasthan State Pollution Control Board, for Five years on weekly once basis.	
2.	Analysis of heavy metals like Hg, As, Ni, Cd, Cr. etc. in the ambient air once in six month i.e. only two times in a year in the month of April and October for five years.	
3.	Monitoring of Ambient Noise Level at the mine site of Kapurdi and Jalipa for five years.	
4.	Annual Escalation to be considered in charges for Point No. 1 to 3 (In % terms)	

Note: Unit rate in Rs. Per sample quoted to be inclusive of all Taxes & Duties as applicable. Since, the price bid is being called for five years, bidder should clearly mention the percentage of escalation every year, if needed.

Signature of Bidder / Authorized Representative with Seal.

Full Name:

Date:

Place:

UNCONDITIONAL ACCEPTANCE

(On the Letter Head of the Bidder)

We..... (Name of Contractor/Bidder) undertake to unconditionally submit our offer for the cited Tender Enquiry. We undertake to fully abide by the terms and conditions of the tender document.

Signature of Bidder / Authorized Representative with Seal

Full Name:

Date:

Place: