



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

**TENDER DOCUMENT**

**FOR**

**“Collection & preparation of samples at Mines, IBP & Railway sidings etc of SBU & PC Rock Phosphate, Udaipur (Rajasthan)”**

**Tender No. RSMM/ CO / GM (Cont)/Cont-02/15-16 Dated 02.07.2015**

Issued by  
General Manager (Contracts),  
Corporate Office,  
RSMML, Udaipur

**Cost of Non Transferable Tender Document (including VAT) : Rs 4560/-**

**Date of downloading of Tender : From 06.07.2015 to 04.08.2015 up to 1.00 pm**

**Last Date of Online Submission of Tender: 04.08.2015 up-to 3:00 PM**

**Date of Opening of Techno-commercial Part (Part I): 05.08.2015 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,  
Fax :0294- 2428768,2428739

**SBU & PC - Rock Phosphate,**  
Jhamarkotra Rock Phosphate Mines,  
Post: Jhamarkotra - 313015, Udaipur  
Phone: 0294-2342441-45  
Fax: 0294-2342444



**RAJASTHAN STATE MINES & MINERALS LIMITED**  
(A Government of Rajasthan Enterprise)  
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,  
Phone : 0294-,2803519, 2428763-67, fax 0294-2428768,2428739

Ref. no :- RSMM/CO/ GM(Cont)/Cont- 02/15-16

Dated: 02.07.2015

**Detailed e- NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:

Brief Description of work	Period of contract	Bid Security/ Earnest Money (Rs)
“Collection & preparation of samples at Mines, IBP & Railway sidings etc of SBU & PC Rock Phosphate, Udaipur (Rajasthan)”	02 years	1.20 lac/-
Cost of tender document is Rs.4560/- (inclusive of VAT), payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 06.07.2015 to 04.08.2015 up to 1.00 pm,	
Last Date & Time of online Submission of offer	Dated 04.08.2015 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 05.08.2015 at 3.30 pm at C. O. Udaipur	

The tenderer should fulfill following pre-qualifying criteria:-

- i) The tenderer should have minimum turnover of Rs. 15.00 Lacs in any one of the immediate three preceding financial years i.e. 2012-13, 2013-14 & 2014-15.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of lead partner/member will be considered.

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

**General Manager (Contracts)**

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

## SECTION-I

### DEFINITIONS & INTERPRETATIONS

#### 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.

- 1.1.1 "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively tender documents, telex/letter of Acceptance, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.10 "**Schedule Rate**" or "**Tendered Rates**" or "**Rate of Remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.1.11 "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 1.1.12 "**Grinding Units**" shall mean the Units/Sites where Rockphosphate is mechanically ground and converted to Powder form on behalf of the Company for sale either as bagged or otherwise.
- 1.1.13 "**Officer-In-Charge**" or "**Engineer-In-Charge**" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of the SBU & PC Rock Phosphate.
- 1.1.14 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.

- 1.1.15 “**General Manager (Marketing)**” shall mean the Dy. General Manager, Marketing of Rajasthan State Mines & Minerals Ltd. so designated or his successors in the office appointed by the Company by whatever name.
- 1.1.16 “**Dy. General Manager**” shall mean the Dy. General Manager of Rajasthan State Mines and Minerals Limited so designated for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the Company.
- 1.1.17 “**Head of SBU & PC - Rock Phosphate**” shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.18 “**Mines Manager**” shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the SBU & PC Rock Phosphate of Rajasthan State Mines and Minerals Limited.
- 1.1.19 “**Mines**” shall mean Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur and includes Integrated Beneficiation Plant and other Plants in the mine area.
- 1.1.20 “**Letter of Acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex.
- 1.1.21 “**Notice**” or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.22 “**Ore**” or “**Rock Phosphate Ore**” or “**Phosphorite**” shall mean all types of meta-sedimentary rock phosphate with variable P<sub>2</sub>O<sub>5</sub> having “Apatite” as main constituent mineral along with other associated impurities.
- 1.1.23 “**Sub-Contractor**” shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/have been entrusted by the Contractor with the prior written consent/approval of the Company.
- 1.1.24 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.25 “**Siding(s)**” or “**Railway Siding(s)**” shall mean railway station siding/plot allotted to RSMML for stock piling of Rockphosphate chips, Concentrate and Rajphos (bagged) for onward despatch to different customers through railways.
- 1.1.26 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.27 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.28 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.29 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

## **1.2 INTERPRETATIONS:**

- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of SBU & PC Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 1.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 1.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.2.11 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorised representative of the parties.

### 1.3 **DECLARATION BY THE CONTRACTOR**

- 1.3.1 The Contractor do hereby confirm and declare that they have independently inspected Mines & Railway Sidings of the SBU & PC Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.
- 1.3.2 The Contractor has also ascertained the location and situation of various nodal points/area/site where the departmental/contractual sample collection & preparation activities are presently undertaken and the specified nodal points/areas including locations of crushing plants, ore stacks, beneficiation plant, weighbridges and railway sidings etc. where the Contractor would be required to undertake the work of Sampling, Analysis, Quality Assurance, including other data, information, particulars etc. appreciating all pros and cons and all such other information, whether technical/commercial or otherwise.
- 1.3.3 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

**SECTION-II**  
**GENERAL INSTRUCTIONS TO TENDERERS**

**2.1 Instructions to the Tenderer & General Conditions**

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & II of tender document should be kept in a sealed envelope addressed to General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission date of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in



the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

## **2.2 Tender Procedure**

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

## **2.3 Tender Document Fee**

The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

## **2.4 e-tendering processing charges**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of

Demand Draft or Banker's Cheque should be deposited physically at office of GM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

#### **ONE BID PER TENDERER**

- 2.5 Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

#### **COST OF BIDDING**

- 2.6 The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

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

- 2.7 All uploaded document shall be digitally signed 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.
- 2.8 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.
- 2.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 2.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 2.11 The Company takes no responsibility for delay, loss or non-receipt tender fees & other documents as required sent through post/courier service.

#### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 2.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be

- supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 2.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 2.14 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

#### **ADDENDA/CORRIGENDA**

- 2.15 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 2.16 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

#### **CURRENCIES OF THE BID AND PAYMENT**

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

#### **SUBMISSION OF TENDERS**

- 2.18 The tenders shall be submitted online as prescribed above in the tender document. The “*Techno – commercial Bid*” should contain the following:
- (a) Earnest Money Deposit as per NIT.
  - (b) Power of Attorney in favour of the authorised representative signing the tender.
  - (c) Certificate of Incorporation/Memorandum of Association & Article of Association /Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be.
  - (d) Copy of PAN
  - (e) Copy of Service tax registration number
  - (f) Copy of the audited Balance Sheet, duly certified by Chartered Accountant for the years as prescribed in tender.
  - (g) Information regarding tenderer in form B
  - (h) Information regarding skill & experience of supervisory staff and the site organisation, giving details of field management which the tenderer proposes to have for this work
  - (i) Provident Fund Account Number of establishment and its effective date/undertaking as per tender format.
  - (j) The method/procedure to be followed by the contractor for collection & preparation of samples.
  - (k) Undertaking as per annexure-C of tender document.
  - (l) “Exceptions & Deviations statement” to be submitted by the tenderer in form -D of tender document
  - (m) Duly filled form A, B, C, E and annexure F of tender document.

2.19 Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

## **2.20 PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed format. The tenderer is to quote the rate in the Proforma prescribed. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at "Form-F" for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

## **DEADLINE FOR SUBMISSION OF BIDS**

2.21 The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

## **LATE BIDS/Delayed Bid**

2.22 No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

## **OPENING OF THE TENDER**

- 2.23 The Techno-Commercial Bid of the offer will be opened as per NIT.
- 2.24 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

## **EXCEPTIONS AND DEVIATION**

2.25 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form D. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

### **BID SECURITY / Earnest Money**

- 2.26 The tenderer must pay Bid Security/Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 2.27 The earnest money of a tenderer shall be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender.
  - ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
  - iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
  - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

### **VALIDITY**

- 2.28 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120days is liable to be rejected. The tenderer on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer’s responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

### **EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 2.29 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria.
  - ii) Has been properly signed;
  - iii) Is accompanied by the required securities; and
  - iv) Is substantially responsive to the requirements of the Bidding documents.

- 2.30 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 the contract; and/or
  - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

#### **EVALUATION OF TECHNO-COMMERCIAL BID**

- 2.31 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 2.32 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 2.33 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 2.34 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

#### **EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1**

- 2.35 The Lowest total contract value of the work shall be the criteria for deciding lowest tenderer.

#### **NEGOTIATIONS**

- 2.36 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 offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 2.37 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.
- 2.38 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

## **CORRECTION OF ERRORS**

- 2.39 Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:
- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - c) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 2.40 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

## **PROCESS TO BE CONFIDENTIAL**

- 2.41 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 2.42 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

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

- 2.43 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 2.44 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.

## **2.45 INTERFERENCE WITH PROCUREMENT PROCESS:**

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder;
- iii) Fails to enter procurement contract after being declared the successful bidder;

- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground.

Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract, whichever is less.

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

- 2.46 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 2.47 The contract agreement shall consist of –
  - i) An agreement on non-judicial stamp paper of appropriate value,
  - ii) Tender document, along with the addenda/corrigendum, if any.
  - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
  - iv) Agreed Variation, if any,
  - v) Any other document as mutually agreed.

### **RIGHTS OF COMPANY**

- 2.48 The Company reserves the right –
  - i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
  - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii) To increase / decrease the quantity and period of contract without any additional obligation on it.
  - iv) Not to carry out any part of work.
  - v) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.
- 2.49 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

### **REFUSAL / FAILURE**

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



## SECTION III

### SITE & GENERAL INFORMATION

#### **3.1 INTRODUCTION**

- 3.1.1 The company is an enterprise of Government of Rajasthan engaged in mining and marketing of various minerals like Rock phosphate, Gypsum, Steel grade Limestone, Green Marble, Lignite etc. from its mines at different locations.
- 3.1.2 Qualitative and Quantitative monitoring of Rock phosphate is of critical importance. The company intends to appoint an independent agency for-
- Collection & preparation of samples of various grades of Rock phosphate ore being produced/procured and dispatched to different customers and
- 3.1.3 Rock phosphate mined is categorized into different grades based on the P<sub>2</sub>O<sub>5</sub> contents e.g. Low Grade Ore (LGO) or High Grade Ore (HGO). Both grades of Rock phosphate ore produced from the Mines of SBU & PC Rock Phosphate of RSMML are blended and downsized by crushers to produce various products of required size & grade as specified by customers. A part of finished products are dispatched directly to customers from mines and balance is transported to railway sidings situated at Ranapatnagar and Debari for onward dispatch.
- 3.1.4 The low-grade ore produced from the mines containing around 16.5% P<sub>2</sub>O<sub>5</sub> is crushed & conveyed to beneficiation plant for processing to produce beneficiated Rock phosphate concentrate. A part of the concentrate produced is used for internal blending and balance is dispatched to parties through road and rail transport.
- 3.1.5 Besides above, a part of low grade ore after blending and downsizing are directly transported to Grinding Units situated at Base Camp near Jkt Mines & around Udaipur where Low grade ore are ground to a size of (-) 100 mesh and packed into 50 Kg. HDPE bags for dispatch to parties with a brand, named as Rajphos.
- 3.1.6 Various types of finished products produced from the mines/ beneficiation plant are –
- Crushed Rock Phosphate Chips (+30.00% P<sub>2</sub>O<sub>5</sub>), For SSP
  - Crushed Rock Phosphate Chips (+31.5% P<sub>2</sub>O<sub>5</sub>), For Non-SSP
  - Beneficiated Rock Phosphate Concentrate (31.54% P<sub>2</sub>O<sub>5</sub>)
  - Ground Rock Phosphate (Raj Phos) for Direct Application as Fertilizer (Avg. 19% P<sub>2</sub>O<sub>5</sub>),
  - Other Products, produced from time to time as per technical requirements of customer.
- 3.1.7 There are two railway sidings where the Company is transferring its saleable products of various grades, namely Debari (BG) and Ranapatnagar (BG)/ Khemli (BG). The various products are despatched from each of these places by rail in TRAIN LOADS only. It is clarified that the operation of any of the above railway sidings will be dependent on the notifications of railways and the business economics to the RSMML.

3.1.8 The distances of various railway sidings, grinding unit and other phosphate mines from Udaipur City are as under-

<b>Nodal Points/Mines/ Railway Sidings</b>	<b>Distance from Udaipur(Approx.)</b>
Debari Rly Siding	20 Km
Ranapratapnagar Rly Siding	Within city
Khemli Rly Siding	35 Km approx
Grinding Units at Base Camp, Jkt	25 Km
Grinding Unit at Gudli	25 Km
Jhamarkotra Mines	25 Km

### **3.2 LAND FOR CONTRACT'S FIELD OFFICE AND SAMPLE PREPARATION SHADE etc**

3.2.1 The company shall at its own discretion and convenience and duration of the execution of the work shall make available land for temporary construction of contractor's field office, sample preparation shade etc. The contractor shall at his/its own cost construct all such temporary structures or buildings with suitable water supply, electrical accessories and sanitary provisions etc. in the place/s and as per the plan/s approved by the Engineer in charge.

3.2.2 On completion of the entire contract work undertaken by the contractor such temporary structure/s etc. shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fail to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the contractor shall have no claim whatsoever in respect thereof.

3.2.3 The company reserves the right to ask the contractor at any time during the pendency of the contract to vacate the land, site, temporary buildings etc. by giving 7 days notice on security reasons or on material interest by providing alternative site. The company reserves the right to take over the said temporary structures/buildings in lieu of reasonable compensation.

### **3.3 RESIDENTIAL ACCOMODATION**

Subject to the availability of accommodation in the residential colonies of company, residential accommodation could be provided on chargeable basis to the contractor at the discretion of the Engineer in charge. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law.

**GENERAL TERMS & CONDITIONS OF THE CONTRACT****4.1 SECURITY DEPOSIT Cum PERFORMANCE GUARANTEE****SECURITY DEPOSIT**

- i) The successful tenderer shall be required to furnish the security equal to 10% of Total contract value through account payee Demand Draft/Bank Guarantee in favour of RSMML, Udaipur, within a maximum period of 30 days from the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU Bank except State Bank of India/ ICICI/ Axis/ HDFC bank having its branch at Udaipur on non-judicial stamp paper of 0.1% of BG value. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.
- ii) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- iii) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- iv) If the Contractor or their employees cause any damage or destroy and property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).
- v) The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- vi) All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- vii) In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- viii) In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- ix) In the event of security amount at any time during the currency of the contract falling short of the specified amount, the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amount of Security Deposit will not

at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.

- x) No interest is payable on S.D. amount.

## 4.2 PERIOD OF CONTRACT

4.2.1 The period of contract for the work envisaged under this tender shall be two years from the date of issue of letter of acceptance of tender/detailed Letter of Acceptance for award of the contract.

4.2.2 The above period of two years of contract includes the period of 15 days allowed for mobilisation reckoned from the date of issue of letter of acceptance of tender/Letter of Acceptance. However, the Contractor shall use these 15 days for doing necessary preparatory works and mobilization. The Contractor shall commence the work with full scale within a period of 15days from the date of issue of LOA/Telegram of acceptance of the tender. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

## 4.3 TIME SCHEDULE

Timely collection, preparation and submission of samples is of critical importance in context of maintaining uninterrupted production, dispatch and other critical activities. The contractor shall strictly follow the time schedule as mentioned hereunder for sample collection, preparation, and submission of the samples collected from various nodal/ collection points.

	<u>Type of Sample</u>	<u>Nodal Point / Collection Point</u>	<u>Maximum Allowable Time for sample collection, preparation, and submission of samples</u>
1.	Sample of Uncrushed /ROM Rock Phosphate	Mine pit, ROM stockyards in and around Crushing Plants	04 hrs
2.	Sample of Crushed Rock Phosphate	Conveyor belts of Crushing Plant, Auto Sampling Unit and crushed stockyard	02 hrs
3.	Sample of Beneficiated Rock Phosphate Concentrate	Industrial Beneficiation Plant & Concentrate Stockyard	04 hrs
4.	Sample of Finished Crushed / Beneficiated Rock Phosphate (Despatch Sample)/ RPP(Raj Phos)	Crushing Plant, Industrial Beneficiation Plant, Weighbridge at Mines,	4 hrs
		Railway Sidings	24 hrs
		Grinding Units	12/24 hrs
5.	Sample of Ground Rock Phosphate Powder	Any of the nodal point as per the requirement as ascertained by the E.I.C.	12 / 24 hrs
6.	Sample for Determination of Size Distribution		8 hrs

**Note:** Samples of I shift will be deposited in the concerned deptt./laboratory on the same day as per the time schedule. The samples of II & III shift will be deposited in the concerned deptt./laboratory on next working day in the morning by 9AM or as decided by EIC.

#### 4.4 PRICE & PRICE VARIATION

- 4.4.1 The price quoted and finally accepted by the company shall be deemed to include and cover all tax/duty/levy including Service Tax (as applicable on the date of tender), costs, expenses, liabilities of every description and all risk of every kind to be taken in execution. **No escalation/increase in rates on any accounts** shall be permitted except as provided in clause 4.4.2. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. The prices quoted shall be valid and effective for the entire contracted period.
- 4.4.2 RSMML will reimburse/recover at actual any tax/ duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 4.4.3 **The contractor shall quote all rates inclusive of service tax.** The present applicable rate of Service tax is @ 14.00%

#### 4.5 TERMS OF PAYMENT

- 4.5.1 For payment purposes the contractor shall raise the bills (in triplicate) on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the concerned Engineer-In-Charge. The contractor shall submit the bills duly verified by the concerned Engineer-in-Charge to the office of Head of the SBU & PC Rock Phosphate.
- 4.5.2 The rates as accepted by the Company and given in the LOA /work order alone shall be considered for billing purpose. The bills for collection & preparation of samples should be supported with a list of samples drawn.
- 4.5.3 The Contractor, on submitting the bill duly verified by the concerned Engineer-In-Charge for the work done, is entitled to receive a monthly payment after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 4.5.4 The Company shall make payment due to the Contractor by crossed Account Payee cheques/RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorised person/s.

#### 4.6 RESOURCES, MANPOWER, FACILITIES ETC.

- 4.6.1 The contractor will have to bring and deploy requisite number of technically competent & qualified staff / labours, equipments tools, tackles, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML
- 4.6.2 The facilities like water, electricity etc. for sample preparation laboratory shall be provided by RSMML.
- 4.6.3 **EQUIPMENTS**  
The equipments used for the work should be of standard quality specification commensurate with the scope of work & time limits for submission of work reports or as directed by RSMML.
- 4.6.4 The contractor shall install of its own appropriate size of jaw crusher & pulveriser for sample preparation at Jhamarkotra mines.

#### **4.7 INCIDENTAL & CONTINGENT WORKS**

The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.

#### **4.8 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT :**

- 4.8.1 The Contractor, on or after award of the work, shall name and depute one qualified Geologist, **sufficient supervisory staff**, and other workmen having sufficient experience in carrying out work. It shall be opened to the company to enforce replacement of any of their staff in the event of Engineer In Charge finding them incompetent or otherwise unacceptable at any time after the appointment has been made. Whenever in the opinion of the Engineer-in-Charge additional sufficiently staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.
- 4.8.2 The Contractor shall be responsible for the proper conduct and behaviour of all the labours/staff/supervisors/managers and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.
- 4.8.3 All contractor's personnel entering upon the Company premises shall be properly identified by badges/identity cards which must be worn/kept at all times while in or upon Company's premises.
- 4.8.4 The labours/staff/supervisors/managers etc., required for execution of the contractual work will be employed by the contractor and contractor shall be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/ managers etc., to be engaged by the contractor for the contracted work.
- 4.8.5 The contractor shall have to make all payments to the workers/labours/staff etc. engaged by it every month latest by the 7th day of the following month, in the presence of the Manager (P&A) or any other officer who may be nominated by the RSMML.

#### **4.9 MISCELLANEOUS LIABILITIES**

- 4.9.1 The contractor shall be responsible for making all arrangements at its cost and expenses for : -
- a) Suitable accommodation for its staff/labour/workers etc. if required
  - b) Tools, equipments, machinery, and any other requirement for accomplishing the work satisfactorily.
  - c) Medicines, and medical aid, for the staff/labour/workers etc at the mine, railway siding and other working site.
  - d) Safety and discipline of the labours/workers/ staff employed.

- e) workmen compensation policy/ universal health insurance policy which should be renewed time to time to cover entire period of contract.
  - f) Providing safety boots, dust masks, safety goggles, etc. and other protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the laborers/workers/ staff etc deployed at work site.
  - g) Labour license if applicable
- 4.9.2 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor.
- 4.9.3 The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's equipment/appliances or his employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

#### **4.10 PROVIDENT FUND**

- 4.10.1 The contractor shall be wholly responsible for complying with the fulfillment 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.
- 4.10.2 The Contractor shall 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.
- 4.10.3 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-II) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- 4.10.4 However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge

#### **4.11 ASSIGNMENT & ADDITIONAL CONTRACTS**

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agent and employees fully as if those are the Contractor's own acts.

#### **4.12 ROUTINE CO-ORDINATION**

The contractor shall intimate to the Engineer-In-charge of the RSMML, the name of one or more representative/s authorised to act on its behalf, for day to day working under the contract. It shall be the duty of those representative/s to call on at the office of Unit/Project concerned of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working.

#### **4.13 RECORDS, REGISTERS, ETC**

The contractor shall have to ensure that its supervisory staff/ managers maintains all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorised representative at such place & time as may be directed.

#### **4.14 STATUTORY OBLIGATIONS**

- 4.15.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body.
- 4.15.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 4.15.3 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, RTPP Act 2012 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- 4.15.4 The Contractor in whose favor the tender is awarded shall be required to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the Manager (P&A) of the company before starting the work. The Contractor shall obtain license under the above act/s.
- 4.15.5 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines, railway sidings and/or working thereof during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

#### **4.15 COMPANY NOT LIABLE TO PAY COMPENSATION :**

The Contractor shall have no claim against the Company for any business loss, idle charges compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on the Contractor.

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

The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part



in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

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

- 4.18.1 If at any time after the commencement of the work the company shall for any reason or whatsoever required not to do the whole work or part thereof as specified, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, and instructions which shall involve any curtailment of the work as originally contemplated.
- 4.18.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.

#### **4.18 LIABILITY FOR ACCIDENT TO PERSONS**

Besides the liabilities of the Contractor under the "workmen's Compensation Act", Fatal Accident Act, M. V. Act, "Mines Act" the following shall also apply to the Contractor.

On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

#### **4.19 WAIVER**

Any waiver by Company of any breach of the terms and condition of the contract shall not constitute waiver of any subsequent breach of the same.

**SECTION V**  
**SCOPE OF WORK, SPECIAL CONDITIONS OF THE CONTRACT**  
**AND QUANTUM OF WORK**

**5.1 SCOPE OF WORK**

Scope of work for Collection & preparation of samples at Mines, IBP, grinding units & Railway sidings etc, of SBU & PC Rock Phosphate, Udaipur (Rajasthan)", generally shall include but not limited to the followings:

- a) Collection & preparation of samples of Rock Phosphate drawn from different nodal points and deposition of samples within specified time to concerned department / central laboratory.
- b) Work is to be done as per the requirement of company ascertained by Engineer-in-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work. The Contractors shall have to set up the necessary arrangement at their own cost.
- c) The contractor shall at its own cost shift the Rock Phosphate/material accumulated at his sample preparation site prior to end of the contract period; otherwise same will be done by the company at the risk & cost of the contractor.
- d) Contractor shall make his own arrangement for transportation of samples from various nodal points to its sample preparation units/quality control deptt./central laboratory etc.

**5.2. PREQUALIFICATION CRITERIA**

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

- i) The tenderer should have minimum turnover of Rs. 15.00 Lacs in any one of the immediate three preceding financial years i.e. 2012-13, 2013-14 & 2014-15.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

### 5.3. SPECIAL CONDITIONS:

#### 5.3.1. Applicability:

- i) These terms and conditions are in addition to the General terms & conditions specified in Section-IV of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy, or, conflict, or contradiction between the two.
- ii) Besides the scope of work described in the above para at clause 5.1, the scope of work for the Collection & preparation of samples at Mines, IBP, grinding units & Railway sidings etc, of SBU & PC Rock Phosphate, Udaipur (Rajasthan)" of "RSMML", is inclusive of but not limited to the following Clause 5.3.2 & 5.3.3 below inclusive of the sub-clauses.

#### 5.3.2. Special Conditions Applicable For The Work Of Collection & Preparation of Samples of Rock Phosphate At Mines And Railway Sidings:

- i) The contractor shall carry out the sample collection & preparation work at different nodal points as per the standard practice. Company reserves the right to specifically provide any other alternate method for the rock phosphate samples collection & preparation as per the requirement. The contractor shall carry out the sample collection & preparation work strictly as per the instructions of Engineer-in-Charge.
- ii) The Engineer-in-charge of site/any officer duly authorised may direct collection of additional samples as joint sample as and when required.
- iii) The Contractor shall always remain in touch with concerned Engineer-in-charge of site of the Company to know that from where and when the sample to be collected at the mines/plant/grinding units/railway siding.
- iv) The Contractor shall always prepare the rock phosphate sample as composite in two parts - one for Jhamarkotra Central Laboratory & the other for the department concerned as umpire sample. Each part of the sample should be around 100grams of (-) 100 mesh having details of collection point and marking specification of sample. The company reserves the right to supervise the collection and preparation work at any time.
- v) If required by Company/ EIC sample shall also be collected from Railway siding during dispatch of any Rock-Phosphate products.
- vi) Different types of samples required to be collected & prepared , from different nodal points as per the requirement of the company generally shall include but not limited to the followings -

<u>S.No.</u>	<u>Type of Sample</u>	<u>Nodal Point/Collection Point</u>
1.	Sample of Uncrushed /ROM Rock Phosphate	Mine pit, ROM stockyards in and around Crushing Plants
2.	Sample of Crushed Rock Phosphate	Conveyor belts of Crushing Plant, Auto Sampling Unit and crushed stockyard
3.	Sample of Beneficiated Rock Phosphate Concentrate	Industrial Beneficiation Plant & Concentrate Stockyard
4.	Sample of Finished Crushed / Beneficiated Rock Phosphate (Despatch Sample)	Crushing Plant, Industrial Beneficiation Plant, Weighbridge at Mines, Railway Sidings etc

5.	Sample of Ground Rock Phosphate Powder	Grinding Units
6.	Sample for Determination of Size Distribution	Any of the nodal point as per the requirement as ascertained by officer in charge

vii) The frequency & descriptions of the rock phosphate sample collection & preparation from different nodal/collection points generally shall include but not limited to the followings -

a) **Sample of Uncrushed /ROM Rock Phosphate**

As per the directives & instructions of the concerned Engineer-In-Charge, the contractor shall collect the sample of uncrushed Rock Phosphate (ROM) produced from Mines / purchased from outside from each dumper/truck/vehicle unloaded and composite samples are to be prepared for every shift for each stock located at different mines.

The contractor shall also be required to collect & prepare samples from the uncrushed Rock Phosphate (ROM) stockyards located at different mines, as per the directives & instructions of the concerned Engineer- in-Charge.

Company is procuring specific additive materials such as calcareous or some other additives for production of various finished products as per the requirement of the customers. The contractor shall be required to carryout sample collection and preparation work for such procured material on daily and/or batch basis as per the instruction and directives of concerned Engineer-in-Charge.

b) **Sample of Crushed Rock Phosphate at Mines**

Samples are to be collected from conveyor belts of different crushing plants / purchased crushed ore from outside source, at regular interval as specified by Engineer Incharge and composite samples are to be prepared for every shift for each product for each of the Crushing Plant.

At times, for better homogeneity crushed materials dozed/mixed with the help of dozer/shovel. In such case the contractor shall collect & prepare sample during the course of dozing/mixing with prior instruction of concerned Officer-in-Charge.

c) **Sample of Beneficiated Rock Phosphate Concentrate**

The contractor shall collect & prepare samples of rock phosphate from Industrial Beneficiation Plant (IBP) for each shift at regular intervals from the in-process stages, phosphate concentrate from conveyor belts, and shall make one composite & representative sample for every shift of production of the plant as per the directives & instructions of the concerned Officer-in-Charge.

The contractor shall also be required to collect & prepare samples of rock phosphate concentrate heaps from the concentrate stockyards located near Industrial Beneficiation Plant (IBP), as per the directives & instructions of the concerned Officer-in-Charge.

d) **Sample of Finished Crushed / Beneficiated Rock Phosphate (Despatch Sample)**

Various finished Crushed / Beneficiated Rock Phosphate products are despatched either directly to customers from mines or transported to railway sidings/

grinding units for onwards sale to different customers. The contractor shall collect samples from each truck carrying Crushed/ Beneficiated rock phosphate from mines to each Railway Sidings/Grinding Units/Customer separately and composite samples are to be prepared on daily basis for each product dispatched to Railway Sidings/Grinding Units/Customer.

e) **Sample of Ground Rock Phosphate Powder:**

The contractor shall draw samples at the grinding units for the finished ground rock phosphate product in each shift before packing of finished ground rock phosphate product and composite samples shall be prepared separately for each batch. Contractor shall also do the physical size analysis (particle size) for each collected sample.

f) **Sample for Determination of Size Distribution:**

Contractor shall also be required to collect samples of uncrushed and/or crushed rock phosphate from different nodal points for determination of size distribution as per the specific requirement ascertained from time to time by concerned Officer In Charge. The screening of such samples into different size ranges shall have to be carried out as per the requirement and directives of concerned Officer In Charge, within the overall size range of maximum 150 mm to minimum 400 mesh.

g) **Sample for Drill Cutting & Face:**

Contractor shall also be required to collect samples of drill cuttings and face samples of rock phosphate from different nodal points or as per the directives of the Officer In Charge and shall be prepared separately.

- viii) The methods/procedures proposed to be followed by the Contractor for Collection & Preparation of Samples should also be clearly stated on a separate sheet and enclosed with the offer.
- ix) Contractor shall collect separate samples in air tight container for determination of moisture content of various finished rock phosphate products from different nodal points as and when directed by concerned Officer-in-Charge.
- x) The Contractor shall prepare report in duplicate of the samples collected and prepared & submit the same to concerned Officer-in-Charge/DGM (QC)/Plant Manager/ GM (Mkt.) or any authorised officer. In addition, the Contractor shall submit a consolidated report on weekly basis to Head of the SBU & PC Rock Phosphate giving details.

5.4. **QUANTUM OF WORK:**

5.4.1 The tenderer may make an estimate of samples to be collected & prepared, based on the following information. This may not, however, give the exact number of sample to be prepared daily/annually and at the most can give an indication to the volume of work. The volume of work is susceptible to variation due to fluctuations in Production, Despatch, Sale & Demand for the rock phosphate products etc. and as per the requirement so determined by the company as per its absolute discretion. In addition to this, the company may instruct the contractor to draw samples from any place at any time.

- i) The frequency of the Rock Phosphate sample collection & preparation for making a COMPOSITE sample in different cases is indicated above in tender .
- ii) On an average four products per customer i.e. Crushed +30.00% for SSP, +31.5% for Non-SSP, Raj Phos and Beneficiated +31.54% P<sub>2</sub>O<sub>5</sub> Concentrate, lift Rockphosphate

from Jhamarkotra every day. The Rajphos (Avg.18% P<sub>2</sub>O<sub>5</sub> LGO) production (through grinding unit at Jkt/ any other location) is normally carried out ~~in one to two units.~~

- iii) The estimated quantum of work including number of samples required to be collected and prepared from different nodal/collection points and other details is shown at Annexure “A”. The estimated quantum of work and other details as shown at Annexure “A” is only indicative and shall not be taken to be actual and correct quantum of work to be executed by the Contractor in fulfillment of his/its obligations under the contract and the company is not bound by any shortfall. No guarantee regarding overall, monthly, weekly or daily quantum of work can be given.
- 5.4.2 For the purpose of Determination of Annual Value of Contract, the Number of samples to be drawn and prepared shall be taken as par the details given at Annexure “A” considering the rates quoted and/or finally accepted by the company for each specified head.
- 5.4.3 The contractor shall be required to collect & prepare samples as may be 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
- 5.4.4 No claim for reduced quantum of work, change of work to other alternate work or stoppage as above shall be entertained by the Company.

**SECTION VI**  
**SUSPENSION, TERMINATION, FAILURE, PENALTY & COMPENSATION,**  
**FORCEMEAJURE & DISPUTE RESOLUTION**

**6.1 SUSPENSION OF WORK**

Head of the SBU & PC Rock Phosphate may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time of times and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate.

**6.2 BREACH, DEFAULT & TERMINATION OF CONTRACT**

6.2.1 The contract may be terminated without notice by the Company, if the Contractor fails to commence the work within 30 days from the receipt of the LOA/work order. In such an eventuality the Earnest Money and/or Security Deposit of the Contractor shall be forfeited.

6.2.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.

6.2.3 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

6.2.4 In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

6.2.5 Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 90 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing upto date of termination.

### **6.3 COMPENSATION**

- 6.3.1 Five (05) % of submitted samples shall be verified by EIC randomly on fortnightly basis and proportionate payment to the contractor shall be made on the result so arrived. For eg. If In case the tenderer submits 100 nos. of samples during the fortnight, then 5 nos. of samples shall be checked by Company randomly and if 2 nos. Samples found not as per specifications in that case 60% payment of remuneration for collection and preparation of sample shall be paid to the contractor. EIC shall submit a certificate for verification of samples alongwith monthly bill of contractor.
- 6.3.2 The contractor shall strictly follow the time schedule as mentioned herein at clause 4.3 for sample collection & preparation and submission of samples collected in the Laboratory. In case of delay in submission of samples, the contractor shall be liable to pay penalty @ 10% of remuneration payable per sample for such delayed samples.
- 6.3.3 The Contractor shall not engage himself/itself for Quality Control and other works covered under the scope of work of this tender on behalf of buyers or any other agency in any case.
- 6.3.4 The contractor shall be responsible for providing the necessary and adequate manpower at each of the locations for drawing samples. In case any work/plant/crusher is stopped due to non-deployment of requisite man power and/or due to non-performance of required work as per the terms of the contract, the contractor shall be responsible for all consequences and penalty. For such stoppage of work/plant/crusher for a period of one shift (total eight hour), the amount of penalty shall be equal to 1% of the monthly bill amount. In case of repetition of such defaults for more than three times in a month the contractor shall be liable to pay additional 4% of the monthly bill amount as penalty.

### **6.4 FORCE MAJEURE :**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to notice/s from the Directorate of Mines Safety Office, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining and loading operation, accumulation of stock of mineral, non-availability of Rock phosphate at railway siding and other places on account of road blockage due to sand dune/storms and for failure of transportation 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 and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, power cuts/partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

### **6.5 IDEMNITY**

- 6.5.1 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall



make good all losses and damages arising therefrom. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract. The Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

- 6.5.2 All sums payable by way of compensation/s 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.
- 6.5.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

## **6.6 DISPUTE & JURISDICTION**

- 6.6.1 The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of the company shall be final and binding.
- 6.6.2 No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 6.6.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

**RAJASTHAN STATE MINES & MINERALS LTD.  
(A Government of Rajasthan Enterprise)  
LETTER OF SUBMISSION OF TENDER**

DATE:

FROM

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**To:**  
**The General Manager (Contract)**  
**Rajasthan State Mines & Minerals Ltd.,**  
**Corporate Office, UDAIPUR- 313001 (Raj).**

**Sub:** Tender for the work of Collection & preparation of samples at Mines, IBP & Railway sidings etc of SBU & PC Rock Phosphate, Udaipur (Rajasthan)"

**Ref:** Tender No RSMML/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
  2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
  3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
  4. I/We have deposited Earnest Money of as per NIT in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
- | <b>D.D. No</b> | <b>Date</b>   | <b>Name and Address of Bank</b> | <b>Amount</b> |
|----------------|---|---------------------------------|---------------|
| 5.             | In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money and/or security deposit, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. |                                 |               |
| 6.             | I/we enclose documentary proof of requisite document as specified in the tender documents.  |                                 |               |
| 7.             | I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.  |                                 |               |
| 8.             | I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.   |                                 |               |
| 9.             | I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.   |                                 |               |
| 10.            | I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.   |                                 |               |

**Date:**.....

**Signature of tenderer(s)**  
**With the seal of the firm.**

**RAJASTHAN STATE MINES & MINERALS LTD.**  
(A Government of Rajasthan Enterprise)

**GENERAL INFORMATION ABOUT THE TENDERER**

**Tender No RSMM/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015**

1.	Name & full address of the tenderer with telephone/fax numbers etc.	
2.	Name of the Authorized contact person	
3.	Whether Proprietor / Partnership /Company <b>A. In case of Individual/Proprietor</b> i) Name and nature of business ii) Date of commencement of business iii) Turnover of last three year's <b>B. In case of Partnership</b> i) Name of Partners ii) Whether the partnership is registered iii) Date of establishment of firm iv) Turnover of last three year's <b>C. In case of Company</b> i) Amount of paid up capital ii) Name of Directors iii) Date of registration of company iv) Turnover of last three year's	2012-13 2013-14 2014-15
4.	Date of Incorporation (enclose partnership deed / certificate of incorporation / Memorandum of Association & Article of Association)	
5.	Reference	
6.	If the tenderer is in any other business, please specify.	
8.	Any other relevant information	
9.	In case the tenderer is related with any director or officer of the company, give declaration	
10.	PAN No.	
11.	PF account No.	
12.	Service Tax Registration No.	
13.	Status of registration under MSMED Act along with copy of certificate.	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions which have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:  
Place :

Signature of Tenderer with office seal  
(Indicate capacity of the Tenderer)  
Proprietor/Partner/Manager/Director

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

**Particulars of Field Laboratory/ies and other equipment**

**Tender No RSMM/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015**

1. (a) Whether you are already in possession of requisite Apparatus/Equipment/Laboratory/ies (Jaw crusher, Pulveriser etc.) Yes/No
- (b) Location/address of such laboratory/ies :
  
2. Give particulars of recognition/accreditation, if any, of your laboratory

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

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

**EXCEPTIONS AND DEVIATION**

**Tender No RSMM/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015**

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

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

Note:- Except above mentioned (if any), all other terms and conditions of this tender document are acceptable to us.

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

**Form “E”**

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

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	<b>Name of Tenderer</b>	
<b>2</b>	<b>e-mail ID</b>	
<b>3</b>	<b>Mobile No. (for SMS)</b>	
<b>4</b>	<b>Bank Account No.</b>	
<b>5</b>	<b>Banker details:</b> a) <b>Name</b> b) <b>Branch no.</b> c) <b>Address</b>	
<b>6</b>	<b>Type of A/c:</b> <b>Saving/Current/CC/any other</b>	
<b>7</b>	<b>IFSC code</b>	

**Signature of Contractor with address.**

**PROFORMA FOR 'PRICE BID**

This part of tender should contain the 'PRICE BID' only and should be submitted online only: in the prescribed format available on the website of www.eproc.rajasthan.gov.in :-

1. Name of Tenderer:.....

2. Tender No RSM/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015

Sl No.	Details	Location	unit	Approx quantity. (per annum)	Rate	Total
1	Sample collection from different nodal points	1. Mines pit, ROM, Stockyards in & around crushing plant	sample	1130		
		2. Conveyor belt of crushing plants, Auto sampling unit & Crushed Stockyards.	Sample	6195		
		3. Industrial Beneficiation plant & concentrate stock yard	Sample	4200		
		4. Dispatch -Chips /Concentrate from weighbridge at Jkt mine or at Railway siding	sample	1440		
		5. Samples for Moisture	sample	700		
		6. Additive (At HGO Crushing plants)	sample	150		
		7. Drill Cutting (Mining area)	sample	2000		
		8. Railway Sidings	sample	40		
		9. Grinding Unit	sample	1000		
2	Preparation of Samples of -100 mesh size	Site office	sample	16155		
3.	Size distribution	Sample collection from different nodal /collection points and determination of particle size distribution with in the over all size range of maximum 150 mm to minimum 300 mesh.	Sample	150		
<b>Total Contract value</b>						

Note:

- a. Unit rate quoted by the tenderer shall be inclusive of cost of preparatory works, and finishing work etc & also **inclusive of all taxes, levies, service tax etc.**
- b. **Rate of Service tax considered in the offered rates @ 14.00%**
- c. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

Signature of Tenderer(s)  
With Seal

Date: -----

Place: -----

**Estimated Quantum of Work & Other Details for the Collection & Preparation of  
Samples, at Mines through  
Contractual Agency on annual basis**

**Tender No RSM/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015**

Sl No.	Details	Location	unit	Approx quantity. (per annum)
1	Sample collection from different nodal points	1. Mines pit, ROM, Stockyards in & around crushing plant	sample	1130
		2. Conveyor belt of crushing plants, Auto sampling unit & Crushed Stockyards.	Sample	6195
		3. Industrial Beneficiation plant & concentrate stock yard	Sample	4200
		4. Dispatch -Chips /Concentrate from weighbridge Jkt mine or at Railway siding	sample	1440
		5. Samples of Moisture ( At IBP & Weighbridge)	sample	700
		6. Additive (At HGO Crushing plants)	sample	150
		7. Drill Cutting (Mining area)	sample	2000
		8. Railway Sidings	sample	40
		9. Grinding Unit / RPZ	sample	1000
2	Preparation of Samples of -100 mesh size	Site office	sample	16155
3.	Size distribution	Sample collection from different nodal /collection points and determination of particle size distribution with in the over all size range of maximum 150 mm to minimum 300 mesh.	Sample	150



**PERFORMA FOR PF UNDERTAKING**

**AFFADAVIT**

(on non judicial stamp paper worth Rs10/-)

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)

**Note: Original Notarized affidavit shall be sent to the office of GM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD on or before the last date of tender submission.**

**AFFADAVIT**  
(on non judicial stamp paper worth Rs10/- )

Tender No RSMML/CO/GM (Cont)/Cont-02/2015-16 dated 02.07.2015

**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:

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is ..... (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.

**Signature of Tenderer(s)**  
**(Authorized signatory)**  
**With Seal**

**Place:**

Date:

**Note: Original Notarized affidavit shall be sent to the office of GM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD on or before the last date of tender submission.**

## Annexure-D

### PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.1% of BG Value )

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

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_ a company/partnership firm \_\_\_\_\_ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated \_\_\_\_\_ 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. \_\_\_\_\_ ( Rs. \_\_\_\_\_ ) being equivalent to \_\_\_\_\_ % of Contract value of Rs. \_\_\_\_\_.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. \_\_\_\_\_ as security deposit to the company subject to the following conditions.

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the 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 condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the

company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_ ( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship 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 the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said 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 forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any 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.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the 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. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF  
\_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank  
have set my signatures and bank seal on this guarantee which is being issued on non-judicial  
stamp of proper value as per Stamp Act prevailing in the state of  
\_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of  
\_\_\_\_\_20

**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.

**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;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

The designation and address of the First Appellate Authority is –  
Mines Department  
Government of Rajasthan,  
Jaipur

The designation and address of the Second Appellate Authority is –  
Finance Department  
Government of Rajasthan,  
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

**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.